

Overarching Partnering Agreement Between
Team C4IEWS and Electronic Data System Corporation
March 23, 1998

1. We, the senior leadership of Team C4IEW&S and Electronic Data System Corporation (EDS), are firmly committed to the utilization of the Partnering process in the performance and administration of each of our future contractual endeavors.
2. We will serve as the champions for the establishment of positive and proactive relationships between our organizations based upon mutual trust and respect and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy and partnership for the future and dedicated to the accomplishment of mutually beneficial goals and objectives (i.e., the delivery of the highest quality products/services, on or ahead of schedule, at a reasonable price/profit).
3. We are committed to the highest ethical and professional standards and the creation of a mutually supportive team-based environment. We believe that our commitment to Partnering will promote synergy, pride in performance, and quality workmanship leading to showcase projects and outstanding contract performance.
4. Our overriding objective shall always be providing America's warfighters with the most technologically advanced and highest quality supplies and services in a timely manner in order to promote the swift, safe and successful accomplishment of their missions.
5. All contracts between Team C4IEWS and EDS awarded subsequent to the execution of this Agreement will include an individually designed and tailored Partnering Agreement based upon open, effective and continuous communication and dedicated to successful contract performance, the establishment of a true team spirit, the timely resolution/avoidance of problems, and continuous product and process improvement.
6. Immediately after the award of a contract, each of these Government/Contractor Teams will work together to identify and mutually agree upon the particular program's mission, goals and objectives; all potential obstacles to the timely and effective completion of the contract (i.e., "rocks in the road"); the establishment of a tiered Conflict Escalation Procedure; and milestones for assessing, on a periodic basis, the Team's success in overcoming these hurdles and successfully accomplishing the program's objectives. Existing contracts between Team C4IEWS and EDS will each be reviewed to determine the feasibility and potential benefit of incorporating a Partnering Agreement during contract performance.
7. Team C4IEWS and EDS anticipate the development of a tiered Conflict Escalation Procedure wherein our employees will be empowered to jointly and expeditiously resolve all problems at the lowest possible level.
8. In the event an issue cannot be resolved through the Conflict Escalation Procedure, Team C4IEWS and EDS shall use Alternative Dispute Resolution techniques the greatest

extent possible in order to facilitate the timely resolution of disputes and eliminate the necessity for litigation.

9. It is recognized that notwithstanding the objectives of this Agreement, it shall not be used as a vehicle for the dissemination or exchange of any competition sensitive, source selection or proprietary information or for the premature or unilateral release of acquisition-related information prior to its publication to industry in general.

10. Any Partnering Agreement(s) entered into between Team C4IEWS and EDS shall not be used to alter, supplement or deviate from the terms of the contract(s) and the legal rights and obligations of the parties set forth therein. Any changes to the contract(s) must be executed in writing by the Contracting Officer.

11. Team C4IEWS and EDS will share the costs associated with the implementation of the Partnering process as set forth in the individual Partnering Agreements executed pursuant to this Agreement.

12. We agree to discuss the status of Partnering initiatives between Team C4IEWS and EDS on a semiannual basis, commencing in September 1998, in order to reinforce the Partnering commitment, share and build upon significant accomplishments, and identify and eliminate any perceived barriers to future success.

13. This Agreement does not create any legally enforceable rights or duties. It formalizes the commitment of Team C4IEWS and EDS to use the Partnering process in the performance and administration of current and future contractual efforts.

Mr. Albert J. Edmonds
President, Military Systems
Electronic Data Systems
U. S. Army Communications-Electronics

Command and Fort Monmouth

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