

APPENDIX J
CONTRACTOR SECURITY REQUIREMENTS

Rev 2, dated March 23, 2009

1. This provision applies whenever Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier will (i) be granted unescorted access on Buyer's premises, or (ii) access to any of the Buyer's systems, including, but not limited to, computer networks or other information technology systems.

2. Each person requiring unescorted access to Buyer's premises or access to systems shall meet the following minimum requirements:

A. Be a citizen, permanent resident alien, or other "U.S. person" as such term is defined by 22 CFR §120.15

One of the following must be provided to Buyer to prove "U.S. person" status:

- United States passport,
- Certificate of United States citizenship (N-560 or N-561),
- Certificate of naturalization (N-550 or N-570),
- Alien registration receipt card with photograph (I-I51 or I-151),
- Unexpired foreign passport with I-551 stamp,
- Unexpired temporary resident card (I-688A),
- Unexpired re-entry permit (I327),
- Unexpired refugee travel document (I-571),
- Certificate of birth abroad (FS-545 or DS-1350),
- Report of birth abroad (FS-240),
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States which bears an official seal, or
- Evidence satisfactory to Buyer that the person has a current U.S. government security clearance.

B. Not be convicted of any felony violation (including from a military court) and have no pending charges resulting from any alleged felony violation (including from a military court).

Supplier at its expense shall provide to Buyer in advance of Buyer's granting access to a person the results of a background check provided by Choicepoint regarding felony issues, which background check is referred to as a Choicepoint Profile or Package #5. To do so the Supplier shall contact ChoicePoint and establish an account and request background checks on their employee(s). This process is available via an on-line web-based system. The URL for the ChoicePoint / UTC background check process is: <https://contractor.cpscreen.com/CS/welcome.do?UnitedTechnologies>

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3. Buyer reserves the right to impose additional requirements for any individual assigned to perform work for which Buyer requires drug testing, security clearances, credit checks, etc.
4. Supplier may request exceptions to these requirements on a case-by-case basis, which Buyer may grant or deny in its sole discretion. Should Supplier desire to assign persons not meeting these requirements, Supplier may present to Buyer, in writing, a description of the specific circumstances for each individual. Buyer may, on a case-by-case basis and in its sole discretion, grant access to that individual.
5. Failure to provide the documentation required above may result in a refusal by Buyer to grant permission for the personnel to enter or access Buyer's premises or systems either entirely or on an unescorted basis, and the Supplier shall be responsible for providing a replacement, if necessary. Supplier shall notify Buyer immediately if at any time during performance of this agreement that any information related to individuals granted access to Buyer's premises or systems is altered or rendered inaccurate for any reason. Inability of Supplier to comply with the requirements of this provision shall not excuse the Supplier from performing the contract and shall not constitute an excusable delay.
6. Buyer may (i) audit the methodology, process and results used by Supplier to confirm that persons meet these requirements, and (ii) deny access to its premises or systems where Buyer reasonably believes that Supplier personnel do not meet these requirements.
7. Supplier acknowledges and agrees that any breach of this provision may result in a violation of U.S. law for which Buyer, Supplier and/or their personnel may be liable. To the fullest extent allowed by law and without regard to any limitation of liability language which may appear elsewhere in this agreement, Supplier shall defend, indemnify, and hold Buyer harmless from and against any and all costs, expenses, liabilities, fines, penalties, sanctions, or damages associated with Supplier's breach of the foregoing.