

Date	Revision	Page
08/30/2006		1
Payment Terms	Ship Via	Buyer
Due Now	GROUND	MFGREENBAUM
Phone	Fax	Currency
7195707041X132		EUR

Purchase Order MCCSNAT005

MANTECH COMMAND CONTROL SYSTEMS
1535 VAPOR TRAIL
COLORADO SPRINGS CO 80916

Ship To: MARIE F. GREENBAUM
MANTECH COMMAND CONTROL SYSTEMS
1535 VAPOR TRAIL
COLORADO SPRINGS CO 80916

Vendor: 0000035216
KFM TECHNOLOGY RESOURCES INC.
354 BRYANT STREET
BUFFALO NY 14222

Bill To: MANTECH COMMAND CONTROL SYSTEMS
1535 VAPOR TRAIL
COLORADO SPRINGS CO 80916
719 570-7041

DPAS Priority Rating:

Fax:

Line-Sch	Item/Description	Mfg ID	Qty	UOM	PO Price	Extended Amt	Due Date
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NATO CONTRACT # 2821/AC, DATED 7/20/06

POP: 7/05/06 - 12/31/06 (ACTUAL DATES WILL BE DETERMINED BY NATO HQ)

THIS PURCHASE ORDER IS BEING ISSUED FOR 123 DAYS FOR THE CONSULTING SERVICES OF ROBERT TUSON.

PLEASE SUBMIT INVOICES AND NATO-APPROVED TIMESHEETS BY THE 15TH OF EACH MONTH FOR THE PREVIOUS MONTH WORKED VIA EMAIL TO: MARIE.GREENBAUM@MANTECH.COM OR VIA FAX: 719.570.7689.

1-1	CONSULTING SERVICES OF MR. ROBERT TUSON FOR THE FOLLOWING PROJECT: BUSINESS ANALYSIS OF RECRUITMENT AS PER STATEMENT OF WORK REF 03/2006/ISM.		123.00	DAY	960.00000	118,080.00	12/31/2006
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Total PO Amount

118,080.00

M. F. Greenbaum
8/30/06

Authorized Signature
Thomas J. Schmitz 8/30/06
Vendor acknowledgment

ManTech International Corporation
Purchase Order Terms and Conditions

1. **DEFINITIONS** – “Buyer” is the legal entity issuing this Order. “Seller” is the legal entity which contracts with the Buyer. “Order” is the contractual instrument including changes.
2. **ACCEPTANCE** – Acceptance of this Order is limited to the terms and conditions, documents and specifications incorporated herein by reference and shall constitute the entire agreement. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless Buyer agrees otherwise in writing.
3. **PRICES** – Seller warrants that prices set forth in this Order do not exceed those charged by Seller to any other customers purchasing the same or similar items or services in like or smaller quantities, under similar conditions of purchase.
4. **TAXES** – Except as may be otherwise provided in this Order, price shall include all applicable Federal, State or local taxes in effect on the Order date. Taxes which are invoiced to the Buyer shall be stated separately in Seller’s invoices. Tax exemption certificates submitted by Buyer shall be accepted by Seller.
5. **INVOICES** – To ensure payment, the PURCHASE ORDER NUMBER MUST APPEAR ON THE INVOICE. The invoice must be submitted in duplicate to the billing address provided on the face of this Purchase Order, unless otherwise instructed elsewhere within this Purchase Order.
6. **PACKING, MARKING AND SHIPPING** – Seller shall pack, mark and ship all goods in accordance with the requirements of this Order so as to be in compliance with transportation regulations and good commercial practice. No separate or additional charge is payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage or storage unless specifically stated in this Order.
7. **DELIVERY** – Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in this Order. Delays in shipment shall be reported immediately by the Seller to the Buyer. Buyer reserves the right to cancel this Order in whole or in part, if Seller fails to make deliveries in accordance with the terms of this Order.
8. **TITLE AND RISK OF LOSS** – Unless otherwise specified, all shipments shall be FOB destination. Title and risk of loss shall pass to the Buyer at the FOB point, provided however, that the risk of loss shall remain with Seller as to goods which are not accepted by Buyer or which are rejected by Buyer.
9. **PAYMENT/DISCOUNT TERMS** – Payment terms shall be net 30 days unless otherwise stated on the face of this Order. Discounts, if applicable, shall be calculated from the date materials are received by the Buyer at Buyer’s designated destination.
10. **OVERSHIPMENTS** – Buyer will be liable for payment only for quantities ordered. Overshipments will be held at Seller’s risk and expense for a reasonable time, until shipping instructions are received. Shipping charges for such returns shall be at Seller’s expense.
11. **REPRODUCTION RIGHTS** – Buyer does not grant to Seller (a) any reproduction rights to the articles ordered or (b) any right to use designs, drawings or other information belonging to or supplied by the Buyer in the manufacture or design of articles or materials for anyone other than the Buyer.
12. **TITLE TO SPECIFICATIONS** – Buyer shall at all times hold title to all drawings and specifications furnished to the Seller and intended for use in connection with this Order. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than Buyer’s or Seller’s employees. The Seller shall, upon Buyer’s request, promptly return all drawings and specifications to the Buyer.
13. **BUYER’S PROPERTY** – Title to, and the right of immediate possession of all tooling, material or artwork furnished by Buyer to Seller shall remain with Buyer. All tooling developed and fabricated by Seller for the purpose of supplying parts, assemblies, or furnishing a final product to Buyer shall be considered property of the Buyer unless specifically excepted in the original Order and shall be considered as tooling ordered by Buyer. Such tooling and material shall be subject at all times to disposition as the Buyer may direct.
14. **DEFECTIVE WORK** – If any of the materials or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, Buyer shall have the right to either reject them or to require their correction and to return them at Seller’s risk and expense, including transportation both ways.
15. **WARRANTY** – The Seller warrants that all materials or services delivered hereunder conform strictly to the design, specifications, drawings, samples or other descriptions referenced in this Order, and will be free from defects in material and workmanship. Such warranties shall survive any inspection, delivery, acceptance or payment by the Buyer for a period of six months following date of shipment, unless otherwise specified herein. This shall not invalidate the manufacturer’s standard warranty if those terms are more favorable.
16. **PATENT, TRADEMARK, COPYRIGHT INDEMNITY** – Seller agrees to indemnify and save harmless the Buyer, its successors, assigns and/or its customers from and against any and all expenses, liabilities or other losses arising from or by reason of any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits based thereon, with respect to the equipment or materials furnished hereunder by the Seller, except where the claimed infringement arises by reason of the equipment, materials designs or drawings furnished hereunder originated by the Buyer.
17. **CHANGES** – Buyer may authorize changes, in writing, to the delivery schedules, drawings, quantities, designs and specifications. Buyer may also make changes in the method of shipping or packaging and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Seller makes a written claim within 15 days from the date of Buyer’s written notification.
18. **PUBLICITY** – Seller shall not, without first obtaining written consent of Buyer, in any manner advertise or publish the fact that Seller has supplied or contracted to supply the Buyer the articles or services mentioned herein.
19. **ASSIGNMENT** – Seller shall not delegate any duties nor assign any rights or claims under this Order without the written consent of Buyer. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other transactions with Seller, whether such setoff or counterclaim arose before or after such assignment.
20. **INSOLVENCY** – In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceeding under the applicable Federal or State Bankruptcy law currently in effect, or in the event of the appointment with or without Seller’s consent, of an assignee for the benefit of creditors or of a receiver, the Buyer shall be entitled to elect to cancel any unfulfilled part of this order without any liability whatsoever.
21. **TERMINATION** – Buyer may terminate this Order, with or without cause, in whole or in part at any time by written notice stating the extent and effective date of such termination.
22. **ORDER OF PRECEDENCE** – In the event of any inconsistency between the provisions of this Order, such inconsistency shall be resolved according to the following precedence: (i) The purchase Order inclusive of any supplemental terms and conditions referenced (ii) contract or patent rider (iii) specifications (iv) all other referenced documents.
23. **BUYER’S REMEDIES** – All rights and remedies of Buyer set out in this Order are cumulative and in addition to any remedies provided by law or equity. The failure of the Buyer to enforce at any time any of the provisions hereof shall neither be construed to be a waiver of such provisions nor of the right of the Buyer thereafter to enforce each and every such provision. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
24. **DISPUTES** – Either party may litigate and dispute arising under or relating to this Order before any court of competent jurisdiction. Pending resolution of any such dispute of settlement or by final judgment, the parties shall proceed diligently with performance. Seller’s performance shall be in accordance with Buyer’s written instructions.
25. **WAIVER** – Waiver or a breach of any provision of this Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of any other breach.
26. **SURVIVAL OF PROVISIONS** – The provision of this Order shall survive any termination of this Order as well as any acceptance and final payment under this Order.
27. **COMPLIANCE WITH LAWS** – Seller shall comply with all applicable Federal, State and municipal laws and ordinances, and all rules and regulations hereunder, and all provisions required thereby to be included herein, and hereby incorporated herein by reference.
28. **CHOICE OF LAW** – Irrespective of the place of performance, this Order will be construed and interpreted according to the laws of the Commonwealth of Virginia.
29. **EQUAL OPPORTUNITY- EQUAL EMPLOYMENT OPPORTUNITY CLAUSES:** The Equal Opportunity Clauses required by 41 CFR 60-1.4(a)(7), 41 CFR 60-250.5(a), and 41 CFR 60-741.5(a) and FAR Clause 52-222.6 apply.
30. **OCCUPATIONAL SAFETY AND HEALTH ACT:** The Seller will comply with the Occupational Safety and Health Act of 1970, including all federal and state standards and regulations which have been been or shall be promulgated there under or in accordance therewith, and shall require and be responsible for compliance therewith by its agents, employees, suppliers, material, men, assignees and subcontractors. Seller shall be responsible to supply all material and service under this contract in strict compliance with the above references act, standards and regulations. Seller agrees to indemnify buyer and save it harmless from all loss and damage arising from the failure of Seller or those acting under him to comply with the Occupational Safety and Health Act of 1970 or the regulations and standards promulgated prevalent thereto.
31. **Buy American Act (FAR 52.225.1):** Any procurement item provided by the Seller shall be substantially composed of domestic products in accordance with the Buyer American Act provisions codified at 41 USC, Section 351 10a et seq.

Specifically, any produced commodity provided under this Purchase Order by the Seller, will not be eligible for any payment if the following conditions exist:
 - i. It contains any component from countries other than free world countries as described in Provision 41 U.S. Code 10 a-d, Clause 14;
 - or
 - ii. It contains components that were imported into the country of production from other than free world countries.
32. **Fair Labor Standards Act of 1938:** Seller represents that all articles manufactured and delivered under any order will be manufactured in accordance with all applicable standards provisions, and stipulations of Fair Labor Standards Act of 1938, as currently amended.