

**IDS Terms and Conditions Guide**  
**Section H**

**Clause Number: H125M**  
**Effective: 11/18/2005**  
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**GOVERNMENT OF ISRAEL CONTRACTS**

Acceptance and implementation of this purchase contract constitutes:

1. Seller's acknowledgment of notice that U.S. Government financing is funding this purchase contract;
2. A declaration and agreement by the executive officers of Seller that no bribes, rebates, gifts, kickbacks, or gratuities will be directly or indirectly offered or given contrary to U.S. law, to officers, officials, or employees of the Government of Israel, by the Seller;
3. Agreement by the Seller to identify and to consent to the disclosure of the following accounts to (and at the request of) the U.S. Department of Defense, the U.S. Department of Justice, or U.S. Federal grand juries:
  - (A) Accounts wherever located in the name of the Seller and;
  - (B) Accounts located outside of the United States in the name of the principal executive officers of the Seller (or any nominees) who have been personally and substantially involved in a purchase contract awarded under the current contract;
4. Agreement by Seller to identify the full amount of any down payment received as a down payment, and to apply these funds solely to this purchase contract, in its accounting records and provide a clear audit trail of the use of these funds;
5. Seller's agreement that, for a period of three (3) years following Seller's receipt of final payment of this purchase contract by Buyer, Buyer shall have access to and the right to examine Seller's directly-pertinent records involving transactions related to this purchase contract;
6. Seller's agreement that Buyer has a bilateral right, without liability, to suspend financing of this purchase contract on the instruction of the U.S. Government for suspected misrepresentation or violation of any certification or agreement provided by Seller upon acceptance of this purchase contract;
7. Certification that Seller has not employed or retained any agent to solicit or obtain the work required under this purchase contract on a contingent basis, who has been or is to be paid from funds received by Seller from Buyer under the contract herein;

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8. Certification that funds received by Seller from Buyer for this purchase contract will not be used to purchase services from non-U.S. subcontractors, unless expressly authorized by Buyer;
9. Agreement that Seller invoices will be prepared in accordance with the below instructions, and will be submitted to Buyer for payment as follows:
  - (A) All Seller invoices must: (1) reflect the amount due and payment due date; (2) specify the nature of the payment; (3) itemize materials and/or services delivered; (4) designate the address to which payment should be sent.
  - (B) All Seller invoices must be submitted with certification that Seller acknowledges U.S. Government funds are being used to finance this purchase and that the invoice(s) submitted are free from any material false statements or misrepresentations.
10. Certification that neither Seller nor its employees are suspended or debarred from conducting business with any agency of the U.S. Government.