



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
Eighth and Main Building
707 E Main St
Richmond, Virginia 23219

and

The Commonwealth of Virginia
110 South Seventh Street
Richmond, Virginia, 23219

Contract Number	VA-051114-NG
Change Control Number	21
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 10.6 of the CIA (Taxes)
Description of Approved Contract Change – Provide a brief description of contract change	Modification of language to require VITA to provide State Sales and Federal Excise Tax Exemption Certificates to NG upon request.



In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

Section 10.6 of the Agreement is hereby modified as follows:

10.6 Taxes

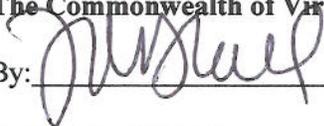
The Fees shall be inclusive of all taxes imposed with respect to the provision of the Services hereunder, including any sales, use, excise, value-added, services, consumption, or other tax; provided, however, that the Commonwealth shall not be responsible for, and the Fees shall not include, any taxes imposed on or arising from the following: (i) charges for goods and services provided by the Commonwealth to Vendor in connection with this Agreement; (ii) Vendor's income, revenue or property; or (iii) any franchise or privilege taxes. Upon request by Vendor, the Commonwealth will provide to Vendor a signed Commonwealth of Virginia State Sales and Use Tax Certificate of Exemption (Va. Dept. of Taxation Form ST-12) and also will provide a signed Federal Certificate of Exemption from Federal Excise Tax on Charges for Communication Services. During the Current Operations Phase (as defined in the Transition Plan) of the Agreement, any taxes imposed on or arising out of Vendor's consumption of goods or services in connection with providing the Services or Deliverables under this Agreement shall be passed through to the Commonwealth without markup and separately identified on an invoice. After the Current Operations Phase, Vendor shall not separately invoice the Commonwealth for any taxes imposed on or arising from the following: (i) Vendor's consumption of goods and services in connection with the provision of Services or Deliverables under this Agreement; or (ii) employment related taxes applicable to Vendor's employees and Subcontractors, the Parties acknowledging that any such taxes shall be included in Vendor's Fees for Services. Upon the imposition of any new taxes affecting either Party during the Term, the Parties agree to meet to discuss any necessary adjustments to Fees. The Parties agree to cooperate with each other to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

By: 

Name: Fred Duball

Title: SMO Director

Date: 10/18/2006

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Carrier

Title: Contracts Manager

Date: 17 Oct 06