



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	23
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 17.3 of the Agreement
Description of Approved Contract Change – Provide a brief description of contract change	Modification of IFA language to better reflect Parties' understanding that the credit is not considered in connection with the overall Fee limitation set forth in Section 2.0 of Schedule 10.1.



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

Section 17.3 of the Agreement is hereby modified as follows:

17.3 Vendor's Report of Sales and Industrial Funding Adjustment

Vendor shall submit the "Vendor Monthly Report of Sales" which is available online at a URL to be provided by VITA. The report shall be submitted in electronic form via electronic mail to the VITA Relationship Manager and the VITA Controller, at such email addresses as provided by VITA, by the 10th day of every month during the Term, reporting all invoices paid by VITA for the preceding month. The report shall also show a cumulative record of all sales which shall carry forward for the duration of the Term. The Vendor Monthly Report of Sales template (in MS Excel format) indicated at the link above is required to be used by Vendor and provided to VITA. The "Vendor Monthly Report of Sales" is a detailed record that is prepared from actual invoices submitted to and paid pursuant to this Agreement. Data submitted shall include: name of project, Vendor's tax identification number, invoice date, invoice number, order number, name of requesting entity, Eligible Customer name and telephone number, amount billed for Services performed for previous month, and IT Service category. For Current Operations Phase and Post-Transition Phase invoices, Vendor shall provide a credit to VITA for the Industrial Funding Adjustment based on one percent (1%) of the prior month's paid invoice. For Transition Phase invoices, the Vendor shall provide a credit to VITA for the Industrial Funding Adjustment based on one percent (1%) of the current month's net invoice. For avoidance of doubt, in calculating the overall aggregate amount of Fees in connection with the Overall Fee Limitation set forth in Section 2.0 of Schedule 10.1, the credit for the Industrial Funding Adjustment shall not be deducted from any of the items described in clauses (a), (b) and (c) of Section 2.1 of Schedule 10.1 or otherwise factored into such calculation.

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

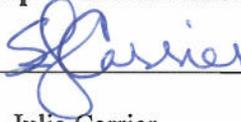
By: 

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