

TECHNICAL SERVICES AGREEMENT Number LRB – LasPositas College 192014

This Agreement is entered into by and between Raytheon Professional Services LLC, hereinafter referred to as "Buyer" or "RPS" and Las Positas College hereinafter referred to as "Seller" or "Las Positas College", for technical services described as follows:

1. **SCOPE OF WORK (SOW).** This Agreement is not a Purchase Order and does not authorize Seller to provide any services. Services shall be authorized only via an approved RPS Purchase Order. Once an authorized Purchase Order has been issued, Seller shall provide services in accordance with the incorporated Statement of Work.
2. **TERM OF AGREEMENT.** This Agreement is intended to be a master set of terms and conditions between RPS and Seller. The term of this Agreement shall be from January 1, 2014 to December 31, 2018, at an amount not to exceed the authorized RPS Purchase Order value(s).
3. **COMPENSATION.**
 - 3.1 Seller shall submit to RPS invoices for services on an as-incurred basis. In accordance with the RPS Purchase Order and this Technical Services Agreement, RPS shall pay Seller at the rate set forth in Attachment B. The maximum cumulative compensation permitted to Seller for its performance under this Agreement shall not exceed the limits set forth in related Purchase Order without the prior written authorization of RPS.
 - 3.2 Payments made under this Agreement shall be at a rate commensurate with the value of the services described. These payments shall not include any amount which will be used improperly by Seller to influence the actions of another person on RPS's behalf. RPS shall be responsible for the payment of all taxes based upon the services and/or materials provided by Seller except for taxes based upon Seller's income, the income of Seller's personnel, agents or subcontractors, or any Federal, State or local employment taxes assessed to Seller. All undisputed invoices will be paid net 60 (from the date of receipt, except as indicated in Paragraph 4 below, unless otherwise agreed upon in writing. Additionally, RPS will not be responsible for payment of any invoice or invoices that are not submitted within sixty (60) days of services performed hereunder.
 - 3.3 In an effort to improve invoice processing in an efficient and timely manner, Seller will submit all invoices directly to the Bill to Address on the RPS related Purchase Order and in accordance with the invoicing instruction set forth therein.
4. **REIMBURSABLE EXPENSES.** RPS shall reimburse Seller for reasonable expenses incurred for meals, lodging, and travel (air coach rates), as set forth in Attachment C and for which funding has been previously authorized in a RPS Purchase Order. Seller shall invoice RPS for actual, substantiated expenses and RPS shall pay Seller Net 60 days after receipt of an undisputed invoice. Such expense of this clause shall not exceed the amount set forth in the applicable SOW or Purchase Order for the period of this Agreement without the prior written authorization by RPS.
5. **SUPPLIES AND EQUIPMENT.** Upon request by RPS, samples, materials, supplies, and equipment provided or paid for by RPS shall be returned to RPS by Seller within ten (10) working days of one of the following events: (i) termination of the Agreement or SOW; (ii) completion of work in support of a SOW; or (iii) upon RPS's request. Seller shall reimburse RPS for any lost or damaged equipment. Should RPS request the return of any equipment, any payments due Seller shall be released upon RPS's receipt of said equipment, in good working order. In the event the requested equipment is returned in a damaged condition

beyond that of normal wear and tear, or if the equipment cannot be returned due to loss, RPS may adjust any outstanding payments due Seller to account for such loss.

6. **COMMUNICATION AND ADMINISTRATION.** For and on behalf of RPS, the person designated in the SOW or applicable Purchase Order shall have cognizance of the services provided pursuant to this Agreement, and liaison and general administration of the Agreement for RPS shall be through the designated person. All reports, statements, loaned supplies, and equipment shall be sent directly to this individual. All invoices shall be submitted directly to the BILL TO address listed on the applicable Purchase Order. **Seller understands and agrees that all commitments or changes affecting price, quantity, or other terms of the Agreement must be coordinated with and approved in writing by an authorized RPS buyer. Seller further understands and agrees that until such changes have been specifically identified and approved in writing by an authorized RPS Buyer, RPS shall not be liable for any changes in the services nor shall Seller receive an equitable adjustment in price quantity, or other services pursuant to this Agreement.**
7. **WARRANTIES AND INDEMNITY.**
- 7.1 Seller warrants the services provided to RPS will be performed in a professional and competent manner. Furthermore, Seller warrants that services will conform to the specifications of each SOW.
- 7.2 Seller shall indemnify and hold harmless RPS, its employees and agents, from and against any claims, demands, loss, damage, or expense relating to bodily injury or death of any person, or damage to real and/or tangible personal property incurred while Seller is performing services, and to the extent proximately caused by the negligent or willful acts or omissions of Seller, its personnel, agents, or subcontractors in the performance of services hereunder.
- 7.3 Seller warrants that the services to be rendered under this Agreement shall be in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA") and all laws and regulations of Seller's place of performance, and in compliance with applicable international prohibitions on child labor. Seller certifies that with respect to the performance of the services covered by this Agreement, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.
- 7.5 Seller, and any services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. At RPS's request Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold RPS and their client(s) harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.
8. **LIMITATION OF LIABILITY.** Neither party's liability hereunder for damages, except for (i) Seller's liability under Section 7.2; or (iii) Seller's breach of Section 9 herein, shall exceed the charges paid by RPS for the particular work performed and/or related services involved. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment by RPS may be brought within one (1) year after the date of last payment.

EXCEPT FOR SELLER'S LIABILITY AS PROVIDED IN SECTION 7.2, OR SELLER'S BREACH OF SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CONFIDENTIAL INFORMATION.

- 9.1 Seller shall maintain the confidentiality of all RPS and client information which may be disclosed to Seller as being proprietary in nature, and Seller shall not disclose this information to any other person (including RPS employees in any other division, group, or entity), firm, or corporation. Seller shall also maintain as confidential the "know-how" and future plans of RPS relating to the fields of endeavor in which Seller performs investigations, evaluations, and services for RPS, as well as the nature of certain work projects to which Seller is exposed, and the identity of persons working on those projects.
- 9.2 During Seller's performance of services to RPS, Seller may be granted access to and use of software programs and other forms of intellectual property that are licensed to RPS from third parties for RPS's use (hereinafter "Third Party Intellectual Property"). Seller's use of Third Party Intellectual Property is strictly limited to supporting RPS during Seller's performance of services. Seller is not granted a license to Third Party Intellectual Property, and shall not (i) use, copy, or modify Third- Party Intellectual Property except as specified by RPS; (ii) remove Third Party Intellectual Property from RPS's premises without RPS's prior approval; (iii) disassemble, decompile, or otherwise reverse engineer Third Party Intellectual Property; and (iv) disclose Third Party Intellectual Property to other third parties, or the existence of RPS's license to use Third Party Intellectual Property.
- 9.3 If, in connection with its performance, Seller discloses to RPS any ideas, developments, or suggestions conceived or actually reduced to practice by Seller prior to its performance hereunder, no relationship, proprietary or otherwise, express or implied, is established with RPS by the disclosure, no obligation of any kind is assumed by, nor may be implied against RPS, unless a separate written contract regarding the subject of disclosure is consummated by the parties, and then the obligation shall be only as expressed in the separate contract.
- 9.4 Any information disclosed by RPS personnel or observed within any RPS facility, will be used only by personnel or agents of Seller in performing under this purchase order and shall not otherwise be disclosed to RPS's personnel or on a need-to-know basis in performing under said purchase. The foregoing restrictions shall not apply to documented information already in possession of Seller, already in the public domain, or received from a third party without restrictions.
- 9.5 Seller may also disclose RPS Proprietary Information to the extent required to comply with a court order, administrative subpoena or order, or applicable governmental regulation or statutory requirement which appears to be lawful on its face, provided that Seller gives RPS timely notice, where possible, of the contemplated disclosure so as to give RPS an opportunity to intervene to preserve the confidentiality of the information.
- 9.6 All Proprietary Information provided to Seller shall remain the property of RPS and any tangible material containing same which may be provided pursuant to the execution of this Agreement shall be returned to RPS at the conclusion of this Agreement.
- 9.7 Seller shall control access to, and use of, information received from RPS and the direct product thereof in accordance with all applicable U.S. Export Laws and Regulations, including but not limited to the International Traffic in Arms Regulations. Seller shall not make or permit disclosure of information received from RPS or the direct product thereof to nationals of prohibited countries or to any Foreign Persons (as defined in Section 120.16 of the International Traffic in Arms Regulations) unless (a) Seller has received RPS express written consent to do so and (b) necessary export licenses have been obtained.

9.8 The obligations of Seller under Paragraph 9 of this Agreement, with respect to RPS Proprietary Information shall, in any event, continue for a period of three (3) years from the end date of this Agreement set forth in Paragraph 2 above.

10. SELLER PERSONNEL.

10.1 Seller hereby agrees to submit to the RPS representative set forth in the applicable SOW, the names, resumes, and other pertinent information requested by RPS prior to utilization of any personnel by Seller. RPS reserves the right to request the replacement of any of the Seller's personnel assigned to perform services under this Agreement and Seller shall immediately remove such personnel and secure replacement(s) acceptable to RPS.

11. NOTICES. Written notice shall be sent to the parties by facsimile (fax) or e-mail, to be followed up with U.S. certified mail at the following address:

Raytheon Professional Services LLC
1919 Technology Drive
Troy, MI 48083
Attention: Lorian Barrand
Phone No.: (248) 837-6717
Facsimile No.: (248) 837-6022
E-mail: lrarrand@raytheon.com

LasPositas College
3000 Campus Hill Drive
Livermore, CA 94551
Attention: Academic Services
Phone No.: 925-424-1111
Facsimile No.: 925-443-0742
E-mail: cmccauley@laspositascollege.edu

12. CONFLICTING AGREEMENTS. Seller warrants that it is not a party to any other existing agreement which would prevent Seller from entering into this Agreement or which would adversely affect this Agreement.

13. INDEPENDENT CONTRACTOR. It is understood and agreed that Seller shall be acting as an independent contractor and not as an agent or employee of RPS. This Agreement is not intended by the Parties to create an employment or business relationship of any kind, other than a prime/subcontractor arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have the authority to bind the other except to the extent expressly authorized herein.

14. TERMINATION.

14.1 This Agreement may be terminated for cause by either party for failure to comply with any terms and conditions of this Agreement, provided however, that the party in breach shall have five (5) working days, or such period as the parties may otherwise agree in writing, to cure such breach following written notification.

14.2 Additionally, this Agreement may be terminated for convenience by RPS with 10 days written notice to Seller. The terms of this Agreement shall survive any such termination. In the event of termination of this Agreement, RPS's sole obligation, except for those provided in Section 16.3, shall be to pay Seller for any authorized work performed and authorized expenses incurred through the date of the termination, subject to the not-to-exceed amount set forth in the related RPS Purchase Order(s). Such payment shall be subject to the return of any RPS Supplies and Equipment, as stated in Paragraph 5 of this Agreement. This Paragraph shall not be deemed to waive, prejudice, or diminish any rights which RPS or Seller may have at law or in equity for an unlawful termination or other breach of this Agreement by the other party.

14.3 The provisions of Sections 7, 8, 9, 10, and 17.3 shall survive termination of this Agreement and the expiration or termination of any SOW issued under the Agreement.

15. ACCESS TO RPS. Seller agrees that all its personnel who, pursuant to this purchase order, that will be on RPS's premises shall have appropriate authorization issued by RPS's Security Office prior to receiving access to RPS's premises. RPS will furnish the necessary security forms and Seller shall secure their execution and return to RPS's Security Office at least twenty-four (24) hours prior to the desired access. Access may be limited to RPS's

normal hours of operations (excluding holidays and shutdowns periods, if any). Seller badges will be issued to authorized personnel in accordance with Seller satisfying the requirements specified in Attachment "D" to this Agreement. RPS may limit or deny access to any other Seller representatives. Seller's use and access to any applicable facility shall be subject to all RPS's security, traffic, smoke free environment restrictions, as well as any other RPS rules and regulations, and any and all other reasonable restrictions which RPS may impose from time to time. Denial of access because of failure to comply with RPS's security procedures shall not be the basis of a claim for breach, nor substantiate any other claim whatsoever by the Seller.

16. INSURANCE COVERAGE. Seller shall comply with Attachment "D" to this Agreement, entitled, "Insurance Protection ", and said attachment is incorporated into this agreement by this reference.

17. GENERAL.

17.1 **FORCE MAJEURE.** Neither party shall be liable for any delays resulting from acts of God, strikes, riots, acts of war, epidemics, or governmental regulations.

17.2 **NO PUBLICITY.** Seller shall not publicly announce or disclose the subject matter of any RPS purchase order issued to Seller, the terms of this Agreement or the fact that RPS has contracted for Seller's Services, without the prior written consent of RPS.

17.3 **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of RPS and shall be binding upon and inure to the benefit of Seller's heirs, legal representatives, successors, and assigns.

17.4 **GOVERNING LAW.** The validity, performance, and construction of this Agreement shall be governed by the laws of the State of Texas, excluding conflicts of laws provisions.

17.5 **SEVERABILITY.** If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

17.6 **NON-WAIVER.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.

17.6 **ASSIGNMENT.** Except as otherwise provided in this Agreement, neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment shall be void.

17.7 **MERGER OF AGREEMENT.** This Agreement and/or any RPS Purchase Orders which are issued with reference to this Agreement and accepted by Seller constitute the entire understanding between the parties relating to the subject matter hereof, and supersede all previous communications, representations, or agreement, either oral or written, with respect to the subject matter hereof, and no representation or statements of any kind made by any representative of Seller or RPS, which are not stated in this Agreement and any RPS Purchase Order, shall be binding on Seller or RPS. Where this Agreement conflicts with the terms of RPS's Purchase Order, the terms of this Agreement will supersede those of the Purchase Order only to the extent of such conflict. No addition to or modification of any provision of this Agreement shall be binding upon Seller or RPS unless made in writing and signed by the respective duly authorized representatives of Seller and RPS.

17.8 **COMPLIANCE WITH LAW; EMPLOYMENT/BUSINESS PRACTICES.** Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this Agreement. At Raytheon Professional Services, LLC and General Motors request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Raytheon Professional Services and General Motors harmless from and against any liability claims, demands or expenses (including attorney’s or other professional fees) arising from or relating to Seller’s noncompliance.

18. APPLICABLE ATTACHMENTS AND EXHIBITS

The following attachments and exhibits are incorporated into this Agreement:

- | | |
|--------------|--|
| Attachment A | RPS Statement of Work dated December 2013 and titled “Instructor Facilitated Training” |
| Attachment B | Rates and Compensation |
| Attachment C | Raytheon Travel & Reimbursable Expenses |
| Attachment D | Insurance Protection |
| Attachment E | GM Travel Policy |
| Attachment F | GM Expense Report |
| Attachment G | GM Travel Request Form |

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

RAYTHEON PROFESSIONAL SERVICES LLC

LasPositas College

By: _____

By: _____

Name: Loriann R. Barrand

Name: _____

Title: Sr. Supply Chain Specialist

Title: _____

Date: _____

Date: _____

ATTACHMENT B
RATES & COMPENSATION

The daily instructor or facility rates listed below would apply to any program that RPS currently supports or would support during this period of performance of this agreement.

	2014	2015	2016	2017	2018
Instructor Bill Rate	\$475.00	\$475.00	\$475.00	\$475.00	\$475.00
Facility Rate	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00

Course materials, office supplies and or other miscellaneous fees associated with Vehicle maintenance and fuel will be preapproved by the regional manager and expensed at actuals with accompanying receipts.

The subcontract and Purchase Order is funded on a yearly basis and will contain the specified quantity of days, and locations, as agreed upon between RPS and supplier. The parties further agree that the supplier will only invoice RPS for the actual number of days of services provided.

ATTACHMENT C

RAYTHEON TRAVEL & REIMBURSABLE EXPENSES

RPS Company ("RPS") policy and practice used internally and with Sellers that relates directly to travel and similar reimbursable expenses which are covered in the Agreement. Seller will comply with these RPS practices when billing for direct out-of-pocket expenses. **This policy is used when supporting any RPS project other than "GM".**

1. **Air transportation expenses:** RPS will only reimburse for coach or special discounted fares on domestic flights. Nonstop flights should be used discriminately and only when "business needs dictate". Business class is reimbursable for international travel when it is in the best interest of RPS, and when cost is not prohibitive. Trips should also be booked as far in advance as possible to qualify for special air fare promotions and discount fares; otherwise, when possible, unrestricted low-cost carriers should be used.
2. **Lodging expense:** Seller should coordinate with the RPS contact designated in the applicable SOW, to identify hotels with whom RPS has negotiated special rates, or when such accommodations are not available, use hotels where corporate discounts are offered.
3. **Meal expenses:** The reasonable cost of meals on overnight trips is allowed while traveling on RPS's behalf. When dining with RPS employees, separate checks should be requested. Entertainment, such as theater tickets and hotel room movies, are personal expenses, and are not reimbursable. Expenses for meals and other entertainment provided to RPS employees are not reimbursable. Meals pertaining to travel on one-day trips are not billable to RPS.
4. **Tips:** Tips are an acceptable expense if they represent customary and reasonable amounts for meals, porter, taxi, or similar services. Tips for meals must be included in the meal cost and tips for the ground transportation must be included in transportation costs. Tips to porters, bellhops, etc. should be listed as miscellaneous travel.
6. **Laundry expense:** Charges for laundry are reimbursable by RPS if the trip exceeds four (4) days.
7. **Car rental:** In the U.S., compact cars will be rented when available, and comparable models will be rented when traveling internationally. All optional insurances for rental cars while on RPS business in the U.S. and Canada, are not reimbursable. Optional collision insurance purchased internationally is acceptable where obligatory. Fines for parking or traffic violations are not reimbursable expenses whether incurred in a rental car or while using one's personal automobile for RPS business.
8. **Local travel:** The approved reimbursement rate for use of one's personal automobile for RPS's business is the maximum amount allowed by current IRS regulations. Local travel, [defined as fewer than fifty (50) miles one-way] between the Seller and RPS is considered a normal part of doing business is not reimbursable.
9. **Telephone Expense:** RPS allows reasonable and customary personal telephone expenses while traveling. In those instances where approved business calls are charged to a personal telephone, the original bill must be submitted with an explanation for reimbursement.
10. **Expense Statements:** Detailed Expense Statements, when traveling on RPS's behalf, should contain information pertaining to only one (1) trip and must be prepared on a timely basis. Copies of airline tickets and boarding passes, hotel charges, and any other expense in excess of seventy-five dollars (\$75.00) must be included.

ATTACHMENT D INSURANCE PROTECTION

In support of the Agreement in which this Attachment D is incorporated, Seller acknowledges and agrees that it is obligated to maintain insurance coverage as set out below (the "Insurance"), and that it shall furnish RPS Company ("RPS") with certificates of insurance evidencing the Insurance required herein. In the event that Seller and/or any person or entity retained by, through or under Seller fails to maintain the required insurance, RPS may secure insurance to adequately protect its interests and Seller shall be fully responsible for the cost of such coverage. Additionally, Seller acknowledges and agrees that the Insurance shall contain a waiver of subrogation in favor of RPS and any of its affiliates, subsidiaries or related companies. Seller shall provide RPS with thirty (30) days written notice in the event of a material change to any of the required coverage including but not limited to the cancellation or non-renewal of any policy. The Insurance shall be primary as to any other insurance maintained by RPS and include a severability of interest clause.

Section A: Required Coverage

Seller must maintain the following Basic Coverage (An Umbrella/Excess Liability policy may be used to comply with the required limits of liability)

Workers' Compensation

Entities Worker's Compensation – Statutory coverage including Federal Acts (e.g., Defense Base Act) where applicable
Employers Liability: \$1,000,000 per employee/per accident

OR

Individuals Not Applicable

Auto Liability (RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)

Entities Private Passenger Vehicles: \$10,000,000 per accident covering all owned, non-owned and hired vehicles; and
Commercial Vehicles: \$10,000,000 per accident covering all owned, non-owned and hired vehicle

OR

Individuals \$500,000 per accident

General Liability, including but not limited to premises/operations, products/completed operations and contractual liability as indicated below (RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)

- Entities and Individuals \$1,000,000 per occurrence
 \$3,000,000 per occurrence
 \$5,000,000 per occurrence

Section B: Additional Coverages

In addition to the requirements in Section A., Seller must also maintain the following as indicated:

- Professional Errors and Omissions (including Environmental Impairment Liability where applicable)—\$5,000,000 per occurrence
- Aviation Liability (including Aircraft Products and Completed Operations) as indicated below (RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)
 - \$50,000,000 per occurrence and in the aggregate
 - \$100,000,000 per occurrence and in the aggregate
 - \$200,000,000 per occurrence and in the aggregate
- War, Hijacking and Other Perils (AVN 52D)—\$50,000,000 per occurrence
(RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)
- Hangarkeepers' Liability—\$50,000,000 per occurrence
- All Risk Coverage (including Property/Builder, Contractors Equipment, Business Interruption and Terrorism Coverage)—100% replacement cost value of the property insured.

ATTACHMENT E
GM TRAVEL POLICY

The daily instructor or facility rates listed below would apply to any program that RPS currently supports or would support during this period of performance of this agreement.

Course materials, office supplies and or other miscellaneous fees associated with Vehicle maintenance and fuel will be preapproved by the regional manager and expensed at actuals with accompanying receipts.

The subcontract and Purchase Order is funded on a yearly basis and will contain the specified quantity of days, and locations, as agreed upon between RPS and supplier. The parties further agree that the supplier will only invoice RPS