

Attachment A

Letter to J. Robert Kramer, II

Ref: United States v. Northrop Grumman Corp. and TRW, Inc.,
Civil No. 1:02 CV 02432 (GK)**Consent Decree Suggested Changes:****Definitions:**

IV.G. "Prime" or "Prime Contractor" means any entity engaged in the research, development, manufacture, sale and/or integration of Satellite Systems or Payloads that sells or competes to sell Satellite Systems directly to the United States government.¹

II. H. "Payload" means the assembly or assemblies on a Satellite that, using electro-optical technology, infrared technology, or radar technology, including without limitation Signals Intelligence, millimeter wave technologies, and radar technologies regardless of frequency (e.g. 20 MHz to 28 GHz), enable a Satellite to perform a specific mission. Payload also shall include, with the assembly or assemblies, all related components, software, interfaces, electrical, mechanical and software specifications and any other items within the assembly or assemblies that enable the Payload to perform its contemplated function, space and ground mission data processing, payload systems integration, algorithms and all related technical data and information customarily provided by a Payload supplier to a Prime Contractor prior to entering into, or in the course of working pursuant to, a teaming agreement or contract. Data and information customarily provided includes the types of data and information provided by Northrop to its in-house Prime contract proposal team. Payload expressly excludes those payloads whose primary mission is communications.

II. K. "Northrop Payload Business" means that portion of Northrop engaged in the research, development, manufacture, or sale of Payloads, including the former Electronic and Information Systems Group of Aerojet-General, now part of Northrop's Electronic Systems sector but excluding TRW Payload entities.

Merchant Supplier of Satellites:

New IV.C. When Northrop is a competitor (or for potential future Programs, when Northrop has the capability to compete and has taken steps in anticipation of potentially competing) to be the Prime Contractor on a United States Government Satellite Program in which Northrop has the opportunity to offer its own Payload, the following is required:

(1) Northrop shall:

(a) For each Program or potential future Program for which a competitor of the Northrop Payload Business notifies Northrop that it potentially desires to compete to be the Prime Contractor and have Northrop supply the Satellite, space vehicle integration and test, or associated services, supply such Prime Contractor its Satellite, space vehicle integration and test, or associated services in a manner that does not discriminate in favor

¹ The use of the term "Prime Contractor" in Section IV.F.(4) will need to be changed to accommodate this modification. Substitution of the term "Satellite Provider" for the term "Prime Contractor" in Section IV.F.(4) should adequately clarify the permissible uses of non-public information.