

TECHNICAL DIRECTION MEMORANDUM

California Institute of Technology

LIGO-

TO (Name of Contractor)	<input type="text"/>	Contract No.	<input type="text"/>
(Address of Contractor)	<input type="text"/>	TDM No.	<input type="text"/>

THIS TDM IS ISSUED PURSUANT TO THE TERMS OF THE CONTRACT

PURPOSE Approval Disapproval Clarification Recommendation

THE CONTRACTOR IS DIRECTED AS FOLLOWS:

THE DIRECTIONS GIVEN HEREIN ARE WITHIN THE SCOPE OF THE ABOVE NUMBERED CONTRACT, AND SHALL NOT CONSTITUTE A BASIS FOR ANY CHANGE IN ANY OF THE CONTRACT PROVISIONS OR REQUIREMENTS RELATING TO QUANTITY, QUALITY, FIXED PRICE, DELIVERY OR PERFORMANCE SCHEDULE, OR ANY OTHER TERMS OF THE CONTRACT, NOR SHALL SUCH DIRECTIONS CONSTITUTE ANY CHANGE IN THE INSTITUTE'S OBLIGATION TO YOU UNDER ANY LIMITATION OF FUNDS PROVISION IN THE CONTRACT. BY YOUR ACCEPTANCE OF THIS TECHNICAL DIRECTION MEMORANDUM, YOU AGREE THAT NO CLAIMS FOR CHANGE OR ADJUSTMENT IN ANY OF THE TERMS OR PROVISIONS OF THE ABOVE NUMBERED CONTRACT WILL BE BASED UPON THE DIRECTIONS GIVEN HEREIN. IF YOU TAKE EXCEPTION TO ANYTHING CONTAINED IN THIS MEMORANDUM, DO NOT PROCEED WITH DIRECTIONS, AND NOTIFY THE INSTITUTE'S AUTHORIZED REPRESENTATIVE WHOSE SIGNATURE APPEARS BELOW OF SUCH FACT AS SOON AS POSSIBLE, BUT IN ANY EVENT, NO LATER THAN FIVE (5) DAYS FROM THE DATE THIS MEMORANDUM IS RECEIVED.

<p>SIGNED</p> <table style="width: 100%;"> <tr> <td style="width: 70%;"><input type="text"/></td> <td style="width: 30%;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">SIGNATURE</td> <td style="text-align: center;">DATE</td> </tr> <tr> <td colspan="2"><input type="text"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">NAME</td> </tr> <tr> <td colspan="2"><input type="text"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">TITLE</td> </tr> </table> <p>CALIFORNIA INSTITUTE OF TECHNOLOGY</p>	<input type="text"/>	<input type="text"/>	SIGNATURE	DATE	<input type="text"/>		NAME		<input type="text"/>		TITLE		<p>CONTRACTOR ACCEPTS WITHOUT EXCEPTION SIGNED</p> <table style="width: 100%;"> <tr> <td style="width: 70%;"><input type="text"/></td> <td style="width: 30%;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">SIGNATURE</td> <td style="text-align: center;">DATE</td> </tr> <tr> <td colspan="2"><input type="text"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">NAME</td> </tr> <tr> <td colspan="2"><input type="text"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">TITLE</td> </tr> </table> <p>CONTRACTOR</p>	<input type="text"/>	<input type="text"/>	SIGNATURE	DATE	<input type="text"/>		NAME		<input type="text"/>		TITLE	
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Technical Direction Definition:

- (1) Contractor refers to Consultant, Contractor, Subrecipient and Vendor. Contract refers to Agreement, Purchase Order, Subaward or Subcontract.
- (2) The Contractor shall accept in-scope Technical Direction from the Caltech Technical Representative through the issuance of Caltech Technical Direction Memoranda (TDM), Reference the form LIGO-F0810001-v4, which is incorporated into and made a part of this Contract.
- (3) Technical Direction Memoranda shall not be used to:
 - (A) Assign additional work outside the Statement of Work;
 - (B) Impose a Change as defined in General Provision 6, Changes;
 - (C) Cause any increase or decrease in the total estimated Contract cost or the time required for Contract performance; or
 - (D) Change any of the expressed terms, conditions, or specifications of the Contract.
- (4) The Contractor shall proceed promptly with the performance of technical direction duly issued by the Caltech Technical Representative in the manner prescribed by this clause. If, in the Contractor's opinion, any instruction or direction contained in a Technical Direction Memorandum falls within any of the categories defined in paragraph (2) of this clause, the Contractor shall not proceed but shall notify the Caltech Administrator in writing within 5 working days after receiving it and shall request the Administrator to take action as described in this clause. Upon receiving this notification, the Administrator, acting reasonably, shall issue either: (i) an appropriate Contract modification within a reasonable time, or (ii) advise the Contractor in writing within 30 days that the instruction or direction is rescinded in its entirety, or that the instruction or direction is within the requirements of the Contract and does not constitute a change under General Provision 6, Changes, and that the Contractor should proceed promptly with its performance. Any resulting dispute between the Contractor and the Institute over whether the technical direction is in or out of scope shall be handled by the parties pursuant to General Provision 10, Disputes and Governing Law.
- (5) Any action(s) taken by the Contractor in response to any direction given by any person other than the designated Caltech Technical Representative or Administrator shall be at the Contractor's risk.