

April 10, 2007

Harris Corporation Headquarters
Attn: General Counsel's Office
1025 West NASA Boulevard
Melbourne, Florida 32919-0001

Dear General Counsel of Harris Corporation:

The Project On Government Oversight (POGO) is overhauling and renewing its Federal Contractor Misconduct Database (www.pogo.org/db/index.cfm), a compilation of information from public resources regarding government contractors, including Harris Corporation. I have enclosed the findings relevant to your company and am requesting verification or refutation of this data.

Any response would be greatly appreciated, as the accuracy of this information is in the best interest of all parties. Out of fairness to Harris Corporation, please be assured that any response received by POGO will be posted on the website along with the data.

Changes to the database include: the addition of more current instances and removal of information that could not be verified with official documents. Additionally, pending cases will still be included, but this information will be kept separate from the resolved cases and will not be included in the totals.

If you have any questions, I can be reached at (202) 347-1122. Thank you for your time and consideration.

Sincerely,

Neil Gordon
Legal Fellow

Enclosure

Instances of Misconduct

1.

Improperly Obtaining Information to Win a Government Contract

Date: 06/21/1995 (Date of Settlement Announcement)

Misconduct Type: Government Contract Fraud

Contracting Party: Government Civilian

Court Type: Civil

Amount: \$1,600,000

Disposition: Settlement

Synopsis: “Harris Corporation of Melbourne, Florida, will forego as much as \$1.6 million in federal payments to settle allegations the company improperly obtained information to win a communications system contract from the Federal Emergency Management Agency, the Department of Justice announced today...Harris will release its right to receive \$613,000 currently due from FEMA and an additional amount that could be as much as \$1 million that would have become due under the contract...the United States alleged that in 1983 Harris employees got information from a FEMA employee relating to the agency's criteria for evaluating bids. The information could have been used to give Harris a competitive advantage in obtaining the contract, which involved building a communications system to operate during a nuclear war or other major catastrophe.”

2.

Boyd v. Harris Corporation (Workers' Compensation)

Date: 03/18/2003 (Date of Settlement Approval)

Misconduct Type: Labor

Contracting Party: N/A

Court Type: Administrative

Amount: \$0

Disposition: Settlement

Synopsis: On March 18, 2003 the Department of Labor issued an order approving a settlement in the case of Boyd v. Harris Corporation. "This case involves a claim arising under the Longshore and Harbor Workers' Compensation Act, as amended, 33 U.S.C. § 901, et. seq.". The settlement agreement included partial payment of medical expenses and payment for attorney's fees.

3.

Patent Infringement

Date: 08/04/2005 (Date of Settlement Agreement)

Misconduct Type: Other

Contracting Party: N/A

Court Type: Civil

Amount: \$0

Disposition: Settlement

Synopsis: On August 4, 2005, Harris Corporation announced a global settlement with NEC Corporation regarding patent infringement litigation. "In conjunction with the settlement, Harris has agreed to dismiss its patent infringement lawsuit filed in U.S. District Court for the Eastern District of Texas, and NEC has agreed to dismiss its patent infringement lawsuits filed in U.S. District Court for the Northern District of California and the Federal Court of Canada. As a result of the settlement, Harris has granted NEC a royalty-bearing, non-exclusive license for its telephone switching patents including patents for Private Branch Exchanges and Key Telephone Systems. Harris developed the technology for most of the referenced patents in its former telecom switch business. NEC has also granted Harris a royalty-bearing, non-exclusive license under NEC's Digital Microwave Radio patents. In addition, NEC agreed to sell, and Harris agreed to purchase certain of its PBX patents. Also, the parties agreed to a patent cross license as to all other product categories." Other settlement terms were kept confidential.