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CUSTOMER CONTRACT REQUIREMENTS CH-47 Renew Aircraft CUSTOMER CONTRACT 715.37.0011.00

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

ARTICLE 1. QUALITY ASSURANCE

- **1.1** This Contract is subject to Government Quality Assurance (GQA). GQA will be accomplished on behalf of Buyer's Customer through delegation to a US Government Quality Assurance Representative (GQAR). The GQAR shall have access to any subcontractor and/or vendor at all tiers to carry out whatever quality assurance inspection he deems necessary.
- 1.2 Seller shall maintain a quality system in accordance with ISO 9001:2008 "Quality Management System, AS 9100" Aerospace Requirements, Quality Management System" or equivalent system as agreed between Seller and Buyer. Seller shall make available, for review by the GQAR, quality system procedures, planning and all other documentation and data that comprise Seller's quality system for both hardware and software. The GQAR will review the documents that comprise the quality system, and may perform any inspections, or evaluations to confirm conformance to requirements and adequacy of the quality system. Seller shall present as part of regularly scheduled program reviews, Quality status related to overall quality system status, procedure/process changes or initiatives, or areas of concern/quality issues.
- **1.3** Product Acceptance System: Seller shall maintain a product acceptance system that demonstrates compliance to the technical and contractual requirements. The product acceptance system shall identify all end items that require individual Acceptance Test Procedures and or Special Inspection Equipment. The GQAR will be given the opportunity to participate in Seller Validation Process of the Acceptance Test Procedures and Special Inspection Equipment.
- **1.4** Seller shall maintain a Supplier Management System that identifies processes for selecting, qualifying and managing subcontractors/suppliers, managing product and processes, flowing applicable quality requirements to subcontractors/suppliers, assessing subcontractor/suppliers capabilities, verifying compliance of subcontractors/suppliers and establishing metrics for continuously monitoring and rating supplier quality performance. The supplier rating system shall be made available for US Government review via in-plant reviews or on-line quality system. The State will be given the opportunity to participate in subcontractor quality reviews.
- **1.5** Foreign Object Elimination (FOE)/Foreign Object Damage and Debris (FOO) Program: Seller shall maintain existing Foreign Object Elimination (FOE) program, which systematically eliminates Foreign Object Damage and Debris (FOO) to preserve safety, quality, and reliability. The FOE program shall provide for a standardized approach that maintains awareness, prevention, compliance, and assures continued reinforcement. The FOE program shall also ensure operational processing areas maintain a safe, clean, and

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FOO-Free environment. Seller shall develop and maintain FOE program plan that specifies the requirements and techniques used for assuring FOE awareness and prevention. The FOE Program Plan shall be made available to the GQAR upon request.

ARTICLE 2. INTELLECTUAL PROPERTY

2.1 Seller grants the State a non-exclusive, worldwide, royalty-free, irrevocable, assignable right of use to Supplier-owned and Supplier's subcontractor-owned Technical Data for Defense Purposes, for the operation, maintenance, repair, modification, and/or overhaul of the Renew Aircraft.