

**CUSTOMER CONTRACT REQUIREMENTS
AIR COMMAND
CUSTOMER CONTRACT IFB-CO-12556-AirC2IS**

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

**IFB-CO-12556-AirC2IS AIR COMMAND & CONTROL INFORMATION SYSTEM (JUL 2009).
CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

	<u>TITLE</u>
	<u><?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" /></u>
ARTICLE 1	AUTHORIZATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS & REGULATIONS
ARTICLE 2	PARTICIPATING COUNTRIES
ARTICLE 3	SUBCONTRACTS
ARTICLE 4	SECURITY
ARTICLE 5	WARRANTY OF SUPPLIES
ARTICLE 6	RIGHT OF ACCESS, EXAMINATION OF RECORDS
ARTICLE 7	INTELLECTUAL PROPERTY
ARTICLE 8	POST PRODUCTION SUPPORT
ARTICLE 9	NATO CODIFICATION
ARTICLE 10	PRICING OF CHANGES, AMENDMENTS & CLAIMS

1. – AUTHORIZATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS & REGULATIONS

1.1. The Contractor warrants that he and his Sub-contractors are duly authorized to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licenses and permits required in connection with the Contract and that no claim for additional monies with respect to any costs to obtain the authorizations to perform will be made upon the Purchaser.

1.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all the national and local laws, decrees, labor standards, environmental laws and health and safety regulations of such country or countries, in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, decrees, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

2. PARTICIPATING COUNTRIES

2.1. Unless prior written authorization of the Purchaser has been obtained, none of the work, including project design, labor and services, shall be performed other than by firms from and within NATO member countries that are financing the effort.

2.2. Unless prior written authorization of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Member Nation.

2.3. Unless prior written authorization of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the deliverables of the Contract shall vest with firms from and within NATO member nations and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO member nation.

2.4. Any modification in the nationality, ownership, shareholding and/or change of control of the Contractor and its Sub-contractor shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with 11.1 and 11.2 above. Non compliance with 11.1 and 11.2 by the Contractor and/or its Subcontractor shall constitute ground for termination of this Contract under the Clause "Termination for Default".

3. SUBCONTRACTS

3.1. The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.

3.2. The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorization of the Purchaser. Unless prior authorization of the Purchaser has been obtained, none of the work to be carried out under any Sub-contract, including project design, labor and services, shall be performed other than by firms from and within NATO member countries. No material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country. The intellectual property rights for all software and documentation incorporated by the Sub-contractor into the deliverables of the Contract shall vest with firms from and within NATO member nations and no royalties or license fees for such software and documentation shall be paid by the Sub-contractor to any source that does not reside within a NATO member nation.

3.3. Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor proposed by him for the furnishing of Work which will involve, in whole or in part, access to classified information in the Contractor's custody has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the Sub-Contract is executed and remain in effect throughout the performance of the work to be carried out under the Sub-contract.

3.4. The Contractor shall submit to the Purchaser one (1) copy of each Sub-Contract or order over a value of EUR 50,000 (or other currency equivalent) within thirty (30) calendar days from the execution of such Sub-Contract or order.

3.5. The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-Contract if:

3.5.1. The value of the Sub-Contract is known or estimated to exceed EUR 250,000.00 (or other currency equivalent),

3.5.2. The Sub-Contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed EUR 250,000.00 (or other currency equivalent)

3.6. The Contractor shall submit a copy of any such proposed Sub-Contract when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.

3.7. The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

4. SECURITY

4.1. The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified or confidential information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

4.2. In particular the Contractor undertakes to:

4.2.1. Appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;

4.2.2. maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;

4.2.3. abstain from copying by any means, without the authorization of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

4.2.4. furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;

4.2.5. maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;

4.2.6. deny access to NATO classified information to any person other than those persons authorized to have such access by the national security authority or designated security agency;

4.2.7. limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;

4.2.8. comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;

4.2.9. report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified

material;

4.2.10. apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-Contract would involve the Sub-contractor in access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;

4.2.11. undertake not to utilize, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorized representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorized with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorized representative may direct;

4.2.12. classify any produced document with the highest classification of the NATO classified information disclosed in that document.

5. WARRANTY OF SUPPLIES

5.1. Definitions.

5.1.1. "Acceptance," as used in this Clause, means the act of an authorized representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Supplies rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance.

5.1.2. "Correction," as used in this Clause, means the elimination of a defect.

5.1.3. "Defect", as used in this Clause, means any condition or characteristic in any Supplies furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

5.1.4. "Failed Component", as used in this Clause, means any Assembly, Sub-Assembly, component or Part which ceases to perform in a manner consistent with its intended use and specifications of the Contract.

5.1.5. "Manufacturing Defect", as used in this Clause, means a Defect attributable to improper manufacturing processes, testing or quality control procedures.

5.1.6. "Design Defect", as used in this Clause, means a Defect attributable to incompatibility, unsuitability or erroneous application, theory, drawings or formulae. 5.1.7. "Supplies" as used in this Clause, means the end items furnished by the Contractor and related services required under this Contract. Supplies also mean "data".

5.2. Contractors obligations. The following are the obligations of the Contractor under this clause:

5.2.1. The Contractor warranties under this Clause shall apply only to those Defects discovered by either the Purchaser or the Contractor. Unless another period of time is indicated in the Contract Special Provisions, the duration of this warranty shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority. If the Contract provides for Provisional and Final acceptance procedures, the Warranty shall begin upon Final Acceptance.

5.2.2. If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Supplies or services, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in paragraph 5.6.5 of this Clause.

5.3. The Purchaser will notify in writing the Contractor of the existence of a Failed component and return to the Contractor the Failed component within thirty (30) days of the discovery of such failure. The transport of the Failed component will be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed component), the Contractor shall ship to the location of the Failed component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.

5.4. In such rare cases where the Failed component is either too large to be easily transported or the Failed component can not be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax, or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed component so as to afford the Purchaser the opportunity to return the component. In such a case where the Failed component can not be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service

personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within 48 hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

5.5. The Contractor shall conduct analyses of all Failed components and Parts which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within 30 days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

5.6. If the Purchaser determines that a Design Defect exists in any of the Supplies or services accepted by the Purchaser under this Contract, the Purchaser will promptly notify the Contractor of the Defect, in writing, within 90 days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Supplies or services, the Contractor shall submit to the Purchaser, in writing within 30 days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.

5.7. The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

5.8. In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 45 days to amend the Contract to permit Acceptance of the affected Supplies or services in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.

5.9. Any Supplies or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause to the same extent as Supplies or services initially accepted. The warranty, with respect to these Supplies, Parts or services, shall be equal in duration to that set forth in paragraph 5.2.1 of this Clause, and shall run from the date of delivery of the corrected or replaced Supplies or services.

5.10. The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.

5.11. All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this Contract.

5.12. Remedies available to the Purchaser.

5.12.1. The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract.

5.12.2. Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with paragraph 5.6 of this clause, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

5.12.3. The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.

5.13. The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:

5.13.1. Conduct analyses of Failed components and implement a course of remedial action as required by paragraphs 5.5 and 5.6 of this Clause;

5.13.2. Provide replacement components, technical support or on-location field repair service in accordance with paragraph 5.3 and 5.4 of this Clause; or

5.13.3. Prepare and furnish data and reports as required by paragraph 5.7 of this Clause.

5.14. The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

5.15. If the Contractor does not comply with the Purchaser's written notice in paragraph 5.13 of this Clause, the Purchaser may by Contract or otherwise:

5.15.1. Obtain detailed recommendations for corrective action from its own resources or third parties and either:

- 5.15.1.1. Correct the Supplies; or
- 5.15.1.2. Replace the Supplies, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non confirming Supplies for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
- 5.15.2. Obtain applicable data and reports; and
- 5.15.3. Charge the Contractor for the costs incurred by the Purchaser.
- 5.16. In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.
- 36.17. This Clause shall in no way be construed as obligating the Purchaser to increase the Contract price.

6. RIGHT OF ACCESS, EXAMINATION OF

- 6.1. In connection with the clauses of the Contract relating to Security, Inspection and Acceptance and Pricing of Changes, Modifications and Claims, the Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this clause.
- 6.2. The Purchaser and/or his representatives will continue to have such right of access and examination of records as set forth in 6.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.
- 6.3. The expiration of the Purchaser's rights as set forth in 6.2 is further subject to the provisions of paragraph 23.4 of the clause entitled "Pricing of Changes, Amendments and Claims", where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.
- 6.4. The period of access and examination described in 6.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under the "Disputes" clause of this Contract or arbitration, or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

7. INTELLECTUAL PROPERTY

- 7.1. Definitions
 - 7.1.1. "IPR" shall mean any intellectual property rights of any qualification irrespective of their stage of development or finalization, including (but without prejudice to the generality of the foregoing) patents, trade marks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.
 - 7.1.2. "Purchaser Background IPR" shall mean any IPR owned by the Purchaser which is not Foreground IPR.
 - 7.1.3. "Contractor Background IPR" shall mean any IPR owned by the Contractor or licensed by a third party to the Contractor which is not created in the course of or as the result of work undertaken for any purpose contemplated by the Contract, but which is needed for the performance of the Contract or for the exploitation of Foreground IPR.
 - 7.1.4. "Third Party IPR" shall mean any IPR owned by a third party not being the Purchaser or the Contractor or its subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR.
 - 7.1.5. "Foreground IPR" shall mean any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 7.2. Background IPR
 - 7.2.1. Purchaser Background IPR
 - 7.2.1.1. The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that

is or will be made available for the sole purpose of carrying out work pursuant to the Contract.

7.2.1.2. The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out work pursuant to the Contract without the prior written agreement of the Purchaser. Any such agreement will include the terms relating to such use.

7.2.1.3. The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

7.2.2. Contractor Background IPR

7.2.2.1. Any use of Contractor Background IPR for the purpose of carrying out work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to the Purchaser a non-exclusive, royalty-free and irrevocable license throughout NATO, NATO operations (including out of area operations) and its member nations to use and authorize others to use on the Purchaser's behalf any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR for any defense purpose.

7.2.2.2. Nothing in the Contract shall be deemed to restrict the Contractor's right to use its own Background IPR for purposes other than work in pursuance of the Contract.

7.3. Foreground IPR

7.3.1. All Foreground IPR is the property of the Purchaser. Consequently, no statement shall be made restricting the rights of the Purchaser. All Foreground IPR are immediately and exclusively transferred and assigned to the Purchaser as from their coming into existence or, as the case may be, as from the conclusion of this Contract for rights already in existence at the time of execution of this Contract.

7.3.2. The Contractor undertakes to ensure that suitable arrangements are in place as between its employees and itself regarding Foreground IPR generated by employees to allow the Contractor to fulfill its obligations under Clause 7.3.1 above.

7.3.3. The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.

7.3.4. The Contractor shall not use any Foreground IPR other than for the purpose of carrying out work pursuant to the Contract without the Purchaser's prior written agreement. Any such agreement will include terms relating to such use.

7.3.5. The Contractor shall, as requested and at the expense of the Purchaser, do all things necessary to enable the Purchaser to obtain patent or similar protection or registration of a design as the Purchaser may require and to execute any formal assignment or other documents as may be necessary to vest title to any Foreground IPR in the Purchaser.

7.3.6. The Contractor undertakes to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor and to provide the Purchaser with such information as the Purchaser may reasonably request in order to determine the patentability of such invention or improvement or the registrability of such design and the potential value to the Purchaser of such a patent or registration if issued.

7.3.7. If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

7.4. Third Party IPR

7.4.1. Where Third Party IPR is the subject of a license or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

7.4.2. If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR.

7.5. Subcontractor IPR

7.5.1. When placing a Sub-Contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-Contract the content of the provisions of this Clause.

8. POST PRODUCTION SUPPORT

8.1. By entering into this Contract, the Contractor agrees to support the delivered equipment for a period of ten (10) years following the expiration of the warranty under the Contract by performing the following activities:

8.1.1. Render provisioning assistance including organizing provisioning conferences necessary for the selection of spare parts to be provisioned;

8.1.2. Advise the Purchaser when production is to stop and enable him to procure adequate quantities of spare parts during the production period (life-of-type buy);

8.1.3. Enter into provisioning contracts with the Purchaser to provide as required spare parts for 10 years after Acceptance;

8.1.4. Enter into maintenance contracts with the Purchaser to maintain, repair and overhaul equipment, components and accessories, including on-site activities, and provide the Purchaser with copies of relevant overhaul specifications and procedures, including technical documentation for all levels of maintenance. The Purchaser reserves the right to contact other sources and to provide them with the necessary specifications and procedures to accomplish the Work;

8.1.5. Enter into agreements with the Purchaser to conduct studies of technical problems, if requested, investigate abnormal operating conditions, provide answers to technical questions, make proposals for improvement and for the provision of replacements of obsolescent spare parts, etc.;

8.1.6. Designate a department in the company which shall act as the prime point of contact with the Purchaser concerning post-delivery services. The post-delivery services which the department shall perform shall comprise:

8.1.6.1. Investigation of failures and defects at the Purchaser's request and expense, including, where necessary, the design of prototype modification kits required to rectify defects, improve reliability or provide additional facilities where practicable;

8.1.6.2. Notification to the Purchaser of information relating to modification or design changes sponsored by the Company and provision of those modifications or changes required by the Purchaser;

8.1.6.3. Preparation of modification leaflets and special drawings to enable the modifications to be incorporated by the user personnel;

8.1.6.4. Amendment of all documentation held by the Purchaser including handbooks, servicing instructions, spares, schedules and drawings to reflect the current modification state of the system equipment and software.

8.2. The Contractor shall enter into Sub-contracts for Post Delivery and Post Production Support with Sub-contractors and containing substantially the same applicable clauses and conditions as set forth in this Contract.

9. NATO CODIFICATION

9.1. For the purposes of this clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.

9.2. In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO Codification System in the time scale stated in this Contract.

9.3. A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.

9.4. The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.

9.5. The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s)

9.6. Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but

the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-Contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.

9.7. Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority

9.8. The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.

9.9. If the Contractor has previously supplied Technical Data (for the purpose stated in paragraph 44.2 of this Clause, he is to state this fact and indicate to whom they were supplied and he shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.

9.10. The Contractor should contact the Codification Authority through Boeing.

10. PRICING OF CHANGES

NEW ARTICLE 10 NEW ARTICLE 10.

PRICING OF CHANGES, AMENDMENTS AND CLAIMS

10.1. Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (ANNEX A hereto) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

10.2. This provision shall also apply to follow-on contracts of any nature including maintenance and supply of spare parts. Should such contracts be placed by SHAPE, NAMSAs, other NATO Authorities or National Authorities of the Participating Countries, such organisations shall be entitled to all rights, powers and privileges that the Purchaser has under this Contract.

10.3. With respect to 10.1 and 10.2 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.

10.4. For the purposes of verifying that the cost or pricing data submitted in conjunction with 10.1 and 10.2 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine (i) those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and (ii) the computations and projections used therein which were available to the Contractor as of the date of the Contractor price proposal, until the expiration of three (3) years from the date of final payment of all sums due under the Contract.

10.5. The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly: (i) cost or pricing data, (ii) access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and (iii) a Certificate of Current Cost or Pricing Data when required.

10.6. Price Reduction for Defective Cost or Pricing Data

10.6.1. If any price, including profit or fee, negotiated in connection with this Contract or any cost reimbursable under this Contract was increased by any significant sums because,

10.6.1.1. The Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with 10.7 below;

10.6.1.2. A Sub-contractor, pursuant to 10.5 above or any Sub-Contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;

10.6.1.3. A Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-Contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

10.6.2. The Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 10.6.1.1 through 10.6.1.3 above, which was not accurate as submitted.

10.7. Then the price or cost shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reductions.

10.8. Certificate of Current Cost or Pricing Data

10.8.1. At the time of negotiating any price, including profit or fee, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").

10.8.2. Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.

10.8.3. All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA This is to certify that, to the best of my knowledge and belief, cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of.....(Claim, Amendment, ECP#, etc.) are accurate, complete and current as of(Date).

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

10.8.4. The Contractor shall insert the substance of this Clause in each Sub-contract.