

**CUSTOMER CONTRACT REQUIREMENTS
NETHERLANDS CH-47 OVERHAUL REPAIR
CUSTOMER CONTRACT LCKLu/93/162/04/7420/01**

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

TBD NOTIFICATION OF DEBARMENT/SUSPENSION AND EXPORT DATA CONTROL (AUG 2009). Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

Intellectual property

1. The Goods to be delivered by the Supplier under this Agreement shall be free of all restrictions, also in combination with other Goods and/or Services, arising from patents, copyrights or other intellectual property

rights, with the exception of the restrictions that have been expressly accepted by the State in writing.

2. The Seller grants the Buyer and its customer a non-exclusive, non-transferable right of use for defense purposes, free of charge, of the information made available to the Buyer and its customer in connection with this Agreement, including data, software and documentation
3. The Seller gives an undertaking that he will use any knowledge contributed by the Buyer and/or its customer for the purposes of this Agreement, for instance technical information, exclusively in the context of Agreements to be concluded with the Buyer and/or its customer, unless such knowledge is public knowledge or can be obtained from other sources without any restrictions on the disposal thereof.

Security

1. All classified material and Information exchanged or generated in connection with this Agreement will be used, transmitted, stored, handled and safeguarded in accordance with national security laws and regulations and with the procedures as agreed in the bilateral general Security of Information Agreement between the government of the United States and the Government of the Netherlands, entered into August 18th 1960, as amended April 6, 1981, and the security procedures for industrial operations between the ministry of Defense of the Netherlands and the Department of Defense of the United States (Security Protocol), effective on April 9 1982.
2. The Parties shall use their best reasonable efforts to assure that their employees do not disclose the terms or conditions of this Agreement, except as required by the Parties in the performance of this Agreement.
3. Each Party agrees to notify the other Party In writing of any such disclosure it intends to make at least five (5) days in advance of the date it is required to make the disclosure.

Quality Assurance

1. The Seller shall have an ISO 9001-2000/AS91 00-2001 approval or equivalent approval. The Seller shall notify the Buyer at the earliest opportunity about any change to the extent of the approvals.
2. Additionally, for software development services under this Agreement, the Supplier shall use the Software Engineering Institute, SEI, with the Capability Maturity Model Level III or higher. Software quality shall be per ISO9001- 2000/AS9100-2001.
3. Additionally, and where applicable, for all repair and maintenance services, maintenance records, Goods, and all design and development services under this Agreement, shall be performed utilizing the same procedures and processes contained in the Suppliers Quality System and the U.S. Government as applicable.
4. This Agreement is Subject to Government Quality Assurance (GQA). The Buyer may delegate GQA

to the U.S. Government Defense Contract Management Agency in accordance with STANAG 4107 (reference only), or to another nation in accordance with a Memorandum Of Understanding (MOU). GQA will be accomplished by and is the sole responsibility of the Government Quality Assurance Representative (GQAR). GQA will consist of verifications of Repairables, and of process and/or quality system audits. GQA may extend to subcontractor facilities. The Seller shall provide any assistance required for the proper accomplishment of GQA.

5. After having been informed in writing by the GQAR that the quality/airworthiness does not or no longer meet the requirements laid down in preceding paragraphs, the Seller shall take remedial measures as soon as possible, but in any case shall document a corrective action plan within two weeks after establishment of the deficiency.

6. The Seller notify the Buyer of any unsuitability or defects of Repairables furnished and/or prescribed by or on behalf of the Buyer in so far as the Seller was or reasonably should have been aware thereof.

Clause Relating to the Supply of Technical Data for Identifying Items of Supply within the NATO Codification System.

In this Clause:

1. "Codification Authority" means the National Codification Bureau (NCB) or Authorized Agency of the producing country. "Technical Data" means the engineering drawings, specifications, and technical documentation of those items designated by the State to support the equipment covered by the agreement and/ or Order, and required to fully identify the items, and if applicable, draft item identifications.
2. In order to ensure the orderly identification of equipment the Seller shall furnish at the request of the Codification Authority, through the Buyer, the Technical Data required for the identification of the items of supply to the NATO Codification System in the timescale stated in the Order.
3. A recommended spare parts list or a similar data carrier -prepared in accordance with instructions provided by the State as the basis for codification- shall be supplied by the Seller by the date established in the Order.
4. The Seller shall supply or require his sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Order the relevant Technical Data for all items and sub-contracted items to the Codification Authority. The Seller shall require that each sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
5. The engineering 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 Seller or his sub-contractor(s)/supplier(s) direct to the Codification Authority as and when they become available or, at the latest within the time limits specified in the Order. The Seller shall inform the Codification Authority 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 subcontractor(s)/ supplier(s).

6. Except as hereinafter provided, the Seller shall require the subcontractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the sub-contractor(s)/supplier(s) country, but the Seller 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 Seller shall be responsible for obtaining data from the subcontractor/ supplier and furnishing it to the State.
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), hid 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 Supplier, plus draft item identification(s) if required by the Codification Authority.
8. The Seller shall provide the Technical Data required for codification of those items ordered under this agreement 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. If the Seller has previously supplied Technical Data (for the purpose stated in paragraph 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 data already provided. The Technical Data furnished by the Seller 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.
10. The Supplier should contract the Buyer for any information concerning the NATO Codification System.