Common Terms and Conditions Guide Section 2 – Special Technical Clauses

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Configuration Management - Proprietary Items

The provisions of this clause shall apply until the expiration of three years from the date of final payment under this contract.

- (a) Seller will maintain configuration control of the design and manufacture of the items ordered hereunder, including, but not limited to, formal initial identification of the configuration and controlled approval of changes, including chronological stability of specifications, drawings, and engineering releases through planning, manufacturing, and preparation for end-item delivery.
- (b) Should Seller make any changes in the items covered by this contract which are of such a nature that any of the following conditions occur:
 - (1) Parts, subassemblies, or completed articles are changed to such an extent that the unchanged and changed units are not directly and completely interchangeable with respect to installation, reliability, logistics, and performance;
 - (2) Interchangeability of removable or reparable parts, subassemblies, or assemblies is affected;
 - (3) Performance or durability is affected to such an extent that changed units must be discarded for reasons of safety or malfunctioning; or
 - (4) Change of any lower-tier subcontractor for a removable or reparable part or subassembly,

then Seller will assign a new identification number to the changed item, clearly distinguishable from the original (or previous) identification number, and will immediately notify Buyer in writing as to the new identification number and the nature and effect of, and reasons for, the change; however, nothing contained herein will excuse Seller from delivering the items as specified in the schedule of this contract.

(c) Seller will extend to Buyer an option to purchase the items, as ordered hereunder, from time to time and in quantities of Buyer's choosing in accordance with the price and provisions specified elsewhere in this contract or, in the absence of such provisions in accordance with terms and conditions negotiated in good faith by Seller and Buyer.