

BDS Terms and Conditions Guide

**Clause Number: M001 Effective:
06/19/2026
Page 1 of 3**

This Clause shall only apply to Contracts for Seller-part-numbered Goods or when the Supplier Statement of Work does not include Configuration Management requirements. This Clause does not apply to line items for military/industry standard parts or Commercial-Off-The-Shelf (“COTS”) Software.

CONFIGURATION MANAGEMENT

1. Seller shall maintain engineering, manufacturing, and quality controls such that all Goods scheduled for delivery under this Contract conform to the configuration management requirements set forth below in this Clause. These requirements apply without limitation to each and every Good Seller delivers to Buyer under this Contract regardless of whether such Good contains COTS items, catalog items, build to print items, Seller designed items, Buyer designed items, or any combination thereof. Seller is responsible for, and these requirements apply without limitation to any-and-all items, parts, assemblies, COTS items, catalog items, or any combination thereof that Seller may include in the Goods it delivers to Buyer under this Contract.

NOTE: If there is a Supplier Statement of Work (SSOW) with a Configuration Management (CM) section on the Purchase Contract (PC), then the SSOW and the corresponding Configuration Management Plan (CMP) shall supersede this M001 clause in its entirety.

2. Seller shall, at any time after Contract award, secure the written consent of Buyer prior to making any Major* change to the Good inclusive of any materials, assemblies, component, items, or any combination or portion thereof (“Item”), if one or more of the following is affected:
- a. The function, installation, or the physical or operational interchangeability of the Item, reparable parts, and/or the spares support;
 - b. Current applicable installation, operation, or other procedures with respect to the use of the Item;
 - c. Federal Aviation Administration (FAA) certification (e.g., Technical Standard Order);
 - d. The specified requirements of performance, weight, safety, reliability, service life, and maintainability;
 - e. Delivered Items (rework, replacement, or maintenance);
 - f. Qualification status (e.g. Item does not meet original qualification requirements; or seller makes a change because of component obsolescence,

productivity improvement, etc, that requires re- qualification).

3. Seller shall give written notice to Buyer using Seller's own change form, describing any proposed change as described in paragraph (2) in sufficient detail (including cost and schedule impact analysis) to enable an understanding by Buyer of the total impact of the change. Supplemental documentation (exhibits, sketches, drawings, draft retrofit information, etc.) shall be included.

4. Buyer will, within 30 days after the receipt of such change proposal, advise Seller of the consent to the rejection of, or the status of the change under consideration. In no event shall Seller proceed to incorporate such change into the items ordered by this contract prior to receipt of written consent from Buyer.

5. A new Seller part number identification shall be assigned to all items to be delivered to Buyer when an approved Major change affects interchangeability.

6. Seller shall have the right to make Minor** changes under this Contract, without obligation to make such changes in any delivered items, without an increase in price, and without prior approval, if the change does not affect any of the factors outlined in paragraph (2). These changes shall require Buyer's concurrence in classification.

7. Seller shall make revisions to and furnish all data (drawings, catalogs, technical manuals, etc.) submitted under this Contract that are affected by any change.

8. Minor changes requiring concurrence in classification shall be submitted immediately to Buyer's Authorized Procurement Representative using Seller's own change form and shall include all data necessary to support the Minor change request. These changes may be released at the same time for incorporation by Seller at Seller's facility. However, no changes shall be incorporated in the Good within 30 days prior to the shipment to Buyer.

Note: All changes incorporated in the Good prior to Buyer's concurrence are done so at Seller's risk (see paragraph (9)).

9. After concurrence in the classification review of Seller's data, Buyer reserves the right to reclassify the change and return to Seller for processing in accordance with paragraphs (2) through (5). Seller shall be notified within 30 days after receipt if Buyer rejects the change classification. No response denotes Buyer's concurrence.

10. [Form X39400](#) Supplier Information Request (SIR) - General Procurement, is incorporated herein by reference. This form, or site equivalent, shall be used by Seller to submit inquiries and/or recommendations to Buyer, as required.

***Major Change Criteria**

-- A change that affects specified and approved requirements for product attributes, including safety, reliability, and supportability.

-- A change, after establishment of the baseline for the product design or implementation of the product design, that affects compatibility with interfacing products, including such products as test equipment, support equipment and associated software, and products furnished by a customer or that affects one or more of the following:

- delivered operation or servicing instructions;
- required calibration to the extent that product identification should be changed;
- interchangeability or substitutability of replaceable products, assemblies, or components;
- change to add a previously non-qualified supplier, where supplier selection is specified;
- user skills or user physical attributes;
- operator or maintenance training; and
- requires retrofit of delivered products; e.g., by product recall, modification kit installation, attrition, replacement during maintenance using modified spares.

-- A change that does not impact the above criteria and would otherwise be classified as minor, but does impact cost/price to customer(s), including incentives and fees, guarantees, warranties, and contracted deliveries or milestones.

****Minor Change Criteria**

-- Non-functional and administrative changes that do not affect factors under major changes above.