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CONFIGURATION MANAGEMENT

- 1. Seller shall maintain engineering, manufacturing, and quality controls such that all items 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 end item Seller delivers to Buyer under this contract regardless of whether or not such item is a Commercial Off-The-Shelf (COTS) item, catalog item, build to print item, Seller designed item, Buyer designed item, or any combination thereof, etc. As a result thereof, Seller is responsible for and these requirements apply without limitation to any and all items, parts, assemblies, COTS, catalog items, or any combination thereof, etc. that Seller may include in the end item it delivers to Buyer under this contract.
- 2. Seller shall, at any time after contract award, secure the written consent of Buyer prior to making any Major* change to the 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 thereof;
 - 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 requalification).
- 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 its consent to, its 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.

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- 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 revised data. 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 item within 30 days prior to the shipment to Buyer.
 - Note: All changes incorporated in the item 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 revised 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 MD-0653, Supplier's Information Request (SIR), 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:
 - o delivered operation or servicing instructions;
 - o required calibration to the extent that product identification should be changed;
 - interchangeability or substitutability of replaceable products, assemblies, or components;

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- o change to add a previously non-qualified supplier, where supplier selection is specified;
- o user skills or user physical attributes;
- o operator or maintenance training; and
- o 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.

Reference: EIA-649-A, October 2004