

IDS Terms and Conditions Guide
Section M

Clause Number: M415V
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COMMUNICATION WITH THE NMD GOVERNMENT CUSTOMER (Variable)

The Seller understands that the Buyer's compensation is tied to its Government Customer's perception of its management of the Program. It is understood and agreed that, in the past, uncoordinated liaison, coordination, requests for status, lobbying and other communication with the Buyer's Customer, and/or release of information to the public, have been detrimental to the good order of the Program and financially detrimental to the Buyer. The Seller understands and absolutely commits that it will not engage in those actions described in the Paragraph T, Communication with Boeing Customer, of the Customer Contract Requirements (CCR) incorporated into this contract by reference, except as expressly provided for herein. **EACH AND EVERY VIOLATION OF THIS SPECIAL SUBCONTRACT REQUIREMENT (SSR) BY THE SELLER (OR BY THE SELLER'S LOWER-TIER SUBCONTRACTORS) SHALL, AT THE SOLE DISCRETION OF THE BUYER, ENTITLE BUYER TO OFFSET THE SUM OF _____ AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AGAINST THE SELLER.** The Parties agree that the amount fixed is a reasonable forecast of just compensation for the harm caused by a breach of this SSR and that the harm is such that it is incapable or very difficult of ascertainment. Having concluded that the amount fixed is reasonable in the light of the anticipated or actual harm caused by the breach set forth above, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, it is agreed that Buyer may deduct the liquidated damages amount from any monies otherwise owed by the Buyer to the Seller, or if no monies are owed (or an inadequate balance owed by the Buyer remains) then the Seller shall remit such amount to the Buyer upon receipt of the Buyer's invoice. Remedies provided in this Subcontract are not exclusive, and nothing contained in this SSR shall affect any other right or remedy of the Buyer provided by law or equity or is otherwise provided under this Subcontract.