

CUSTOMER CONTRACT REQUIREMENTS**C-17****PRIME CONTRACT F33657-97-C-0008****CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.204-2 Security Requirements (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

52.211-5 Material Requirements (SEP 1990). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this

contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997). The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 1995).

52.219-9 Small Business Subcontracting Plan (JUL 1995). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.222-1 Notice to Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (DEC 1996).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (JUN 1998). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (JUN 1998). This clause applies only if this contract exceeds \$25,000.

52.223-2 Clean Air and Water (JAN 1997). This clause applies only if this contract exceeds \$100,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater

than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-11 Ozone Depleting Substances (JAN 1997).

52.225-1 Buy American Act — Balance of Payments - Supplies (JAN 1997). This clause does not apply if this contract is placed under a Department of Defense contract.

52.225-8 Duty-free Entry (JAN 1997). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restrictions on Certain Foreign Purchases (JAN 1997).

52.227-1 Authorization and Consent (JUL 1995).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JAN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990).

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).

52.242-14 Suspension of Work (APR 1984).

52.242-15 Stop Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-6 Subcontracts for Commercial Items (DEC 1996)

52.245-2 Government Property (Fixed Price Contracts) (APR 1984). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-17 Special Tooling (APR 1984). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 1993), Alternate I (APR 2003).. In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

- 2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

252.211-7000 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1 million.

252.225-7001 Buy American Act and Balance of Payment Program. (DEC 1991)

252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (DEC 1991).

252.225-7010 Duty-free Entry — Additional Provisions (DEC 1991). This clause applies in addition to FAR 52.225-10.

ACO	Brad Norris
Activity Address	DCMC, MDC-Airlift & Tanker Programs P.O. Box 22608 Long Beach, California 90801-5608
Activity Address Number	DLA8DL
Prime Contract Number	F33657-97-C-0008
Contract Dollar Value	\$160,556,272.00
Prime Contract Expiration Date	December, 2005

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (NOV 1995). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (NOV 1995). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.225-7026 Reporting of Contract Performance Outside the United States (NOV 1995). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7015 Technical Data - Commercial Items (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995).

252.227-7028 Technical Data or Computer Software previously delivered to the Government (JUN 1995).

252.227-7030 Technical Data - Withholding of Payment (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7036 Declaration of Technical Data Conformity (NOV 1997). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995). This clause applies only if the delivery of data is required by this contract.

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).

252.234-7001 Earned Value Management System (MAR 1998). This clause is applicable only if this contract states that the Earned Value Management System criteria applies to Seller.

252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information that the Buyer may require to complete Buyer's annual report.

252.246-7001 Warranty of Data (DEC 1991). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.

252.247-7023 Transportation of Supplies by Sea (MAR 2000). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In

paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

252.249-7002 Notification of Anticipated Contract Terminations or Reduction (DEC 1996). This clause applies only if this contract is \$500,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

3. If goods or services being procured under this contract are for commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (OCT 1995). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (DEC 2001).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (JUN 1998). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

4. Cost Accounting Standards

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated April 1998.

5. The following prime contract special provisions apply to this purchase order:

A. SAFETY AND ACCIDENT PREVENTION

(a) In performing work under this Contract on a Government installation, Seller shall

(1) Conform to the specific safety requirements established by this Contract;

(2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, Buyer and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes.

(b) Buyer may, by written notice to the Seller, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the article set forth in the General Terms and Conditions entitled "Changes"

(c) Any violation of these safety rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

(d) If Form MD-1965 is applicable to this contract, Article 30 of said Form is deleted in its entirety and this Article A. is substituted in lieu thereof.

B. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

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.

C. DATA RIGHTS FOR COMMERCIAL STANDARDS

(a) Douglas Process Standards (DPS), Douglas Material Specifications (DMS), Douglas Process Material (DPM), and equivalent Seller and subcontractor documents that were developed at private expense which are called out on engineering drawings applicable to the C-17 may be used, duplicated or disclosed within the Government for C-17 purposes without restriction. These documents may be released or disclosed outside the Government and the Government may authorized persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data if directly related to United States Government C-17 purposes. Prior to release or disclosure of the data outside the Government, the intended recipient shall be subject to a nondisclosure agreement. As used in this clause, "Government C-17 purpose" means any directly related C-17 activity in which the United States Government is a party, including cooperative agreements with international or multinational defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government C-17 purposes include competitive reprourement for C-17 purposes, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes, nor authorize others to do so.

(b) Any data delivered in accordance with paragraph (a) above shall be marked with the following legend:

RESTRICTIONS

Contract Number:	F33657-97-C-0008
Contractor Name:	McDonnell Douglas Corporation
Contractor Address:	2401 E. Wardlow Road, Long Beach, California 90807
Expiration Date:	Not subject to expiration

These documents may be released or disclosed outside the Government and the Government may authorized persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data if directly related to United States Government C-17 purposes. Prior to release or disclosure of the data outside the Government, the intended recipient shall be subject to a nondisclosure agreement. As used in this clause, "Government C-17 purpose" means any directly related C-17 activity in which the United States Government is a party, including cooperative

agreements with international or multinational defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government C-17 purposes include competitive procurement for C-17 purposes, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes, nor authorize others to do so. Any reproduction of this document or portions thereof marked with this legend must also reproduce the markings.

(c) This special Contract Requirement is intended to set forth additional rights granted the Government in accordance with paragraph (c) of DFARS 252-227-7015, Technical Data - Commercial Items. The terms of this article are not applicable to Pratt & Whitney's proprietary F117 commercial derivative engine documents to which the Government has not acquired rights.

D. SELLER LIABILITY FOR BREAKOUT OF SUPPORT EQUIPMENT, SPARES, REPAIR OF REPARABLES, RETROFIT AND MODIFICATIONS

(a) The Seller warrants the accuracy and completeness of its and its subcontractors' newly developed and/or developmentally modified design disclosure drawing(s) for Government use and/or Government breakout to third parties skilled in the applicable art, in the manufacture, retrofit, repair or modification of C-17 items. With respect to the above engineering data, the Seller makes no warranties express or implied including but not limited to the warranty of merchantability or fitness for a particular purpose. The Seller shall in no event be liable for incidental or consequential damages resulting from the misuse of (deviation from) the requirements specified on the design disclosure drawings.

(b) Seller shall not be held liable for claims or incidental and consequential damages arising out of the Government's misuse of or the Government breakout of control drawings to third parties wherein:

(1) The items or components are manufactured to new third party or Government design; and/or

(2) The third parties or the Government substitute material specifications and/or manufacturing processes other than Seller's material and/or process specifications specified on the Seller's or its subcontractors' engineering data; and/or

(3) The third parties or the Government manufacture, repair, retrofit, or modify items or components to engineering data developed by third parties or the Government to form, fit, and function requirements depicted on C-17 control drawings.

E. MATERIAL INSPECTION AND RECEIVING REPORT

If any item of work set forth in this contract is to be shipped to the U.S. Government or to a foreign destination:

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

(1) Forward the Government purchasing office copy to ASC/YCKC, Bldg 558, Loop Road West, Wright – Patterson AFB, OH 45433-7142.

(2) For shipments involving foreign Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to: N/A.

(3) Additional distribution of DD Forms 250 is to be made to the following addresses: SA-ALC/LCK, 485 Quentin Roosevelt Blvd., Kelly AFB, TX 78241-6425.

(b) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, Material Inspection and Receiving Report, Special Distribution, shall be forwarded to the "ship to" address designated in the contract.

F. PROGRESS PAYMENTS

If Clause 2404 or 2405 is included in this contract, DFARS 252.232-7004, DoD Progress Payments Rate, November 1993 version, is incorporated herein by this reference. In such Clauses, the term "Contractor" shall mean Seller.

G. SELLER IDENTIFICATION

(a) Seller personnel and their subcontractors must identify themselves as such during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Seller-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Seller supplier signs, name plates or other identification, showing that these are work areas for Seller or subcontractor personnel.

H. PACKAGING AND MARKING OF HAZARDOUS MATERIAL

If hazardous materials will be shipped under this contract, such materials shall be prepared for shipment in accordance with the following applicable regulations for the individual shipment hazard, ultimate destination, and mode of transportation:

(a) Code of Federal Regulations (CFR) Title 29, Part 1910-1200;

(b) Code of Federal Regulations (CFR) Title 49

(c) Air Force Joint Manual (AFJAM) 24-204, Preparing Hazardous Materials for Military Air Shipment;

(d) International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; and

(e) International Maritime Dangerous Goods (IMDG) Code.

I. FUTURE GOVERNMENT ORGANIC OR COMPETITIVELY PROCURED SUSTAINMENT

(a) The Government's sustainment strategy for the C-17 fleet may change depending on future circumstances. In the event the Government decides to use organic sustainment or competitively procured sustainment for any C-17 item for which Buyer or Seller is the assigned Inventory Control Point (ICP), the parties shall negotiate an equitable adjustment to this contract for the formal delivery of a support package (SP).

(b) The SP shall contain all data required to either return the item to Government organic support/repair or to facilitate competitive re-procurement of Seller-provided support/repair (Procuring Contracting Officer (PCO) will specify whether SP is to facilitate organic or re-procurement scenario). The SP shall also identify all associated Government-owned items which are being utilized for support/repair of the item. The SP will not include the Seller's proprietary Sustainment Data System.

(c) It is anticipated that any equitable adjustment made in accordance with this clause will include only those costs (with overhead, FCCOM, and fee as appropriate) associated with reproduction, data gathering, and delivery unless one or more of the following conditions apply:

(1) The data is to be delivered in other than Seller's (or its subcontractor's) format and media.

(2) The data has not been previously developed/generated for use in this contract.

(3) The data has not been previously delivered under this or another Government contract.

(4) The Government requires additional rights to the data beyond the rights it is already entitled to in association with the "Data Rights" clause of this contract.

If the Government requests Seller proprietary data be included in a SP, the Seller will make its best efforts to negotiate with its components and subcontractors for the release of same; however, the Seller is under no obligation to provide such proprietary data if its component(s) or subcontractor(s) refuses (subject to the "Data Rights" clauses of this contract).

J. WARRANTY

Delete the Article set forth in the General Terms and Conditions/General Provisions entitled "Warranty", and insert in lieu thereof the following:

"All Seller warranties, if any, shall inure to and be passed on to the Government. The Seller shall perform all work hereunder in workmanlike manner. The Seller shall, when requested by the Government, determine if a returned part is under warranty. In the event that a failed part is under warranty, the Seller notify Buyer and the Government of such fact."

K. ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(1) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(2) Unless a specific waiver has been authorized, Air Force procurements:

(A) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process;

(B) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(A) Halons: 1011, 1202, 1211, 1301, and 2402

(B) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, CFC-217, and the blends R-500, R-501, R-502, and R-503.

(C) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(4) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances: NONE.

(5) To assist the Air Force in implementing this policy, Seller is required to notify Buyer if any Class I ODS not specifically listed above is required in the performance of this contract.