

**CUSTOMER CONTRACT REQUIREMENTS
CANADA FOS, REPAIR
CUSTOMER CONTRACT W8482-217915_001**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

10 Special Provision .**10. QUALITY ASSURANCE AND RELEASE DOCUMENTS****10.1 Quality Assurance Authority (Department of National Defence) – Foreign Based and United States and United States Seller**

All work is subject to Government Quality Assurance performed at the Seller's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Seller has not been contacted by the QAR performing GQA in the Seller's facility or area within forty-five (45) working days of award of the Contract, the Seller must notify the Contracting Authority. Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Seller is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Seller for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

10.2 AS9100 – Quality Management Systems Requirements (Quality Assurance Code Q)

In the performance of the Work described in the Contract, the Seller must comply with the requirements of:

AS9100 - Quality management systems - Requirements, published by the International Aerospace Quality, current edition at date of submission of Seller's bid.

It is not intended that the Seller be registered to AS9100; however, the Seller's quality management system must address all requirements appropriate to the scope of the Work.

Assistance for Government Quality Assurance (GQA)

If requested, the Seller must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any site, to the extent practical for this equipment, of the Seller's or any sub-tier external providers of goods and/or services where any part of the Work is being carried out.

The QAR must be afforded unrestricted opportunity to evaluate and verify Seller conformity with quality system procedures and to validate product or service conformity with the requirements of the Contract. The Seller must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Seller personnel must be made available for operation of such equipment as required.

When the QAR and the Seller mutually determines that GQA is required at an external provider's facilities, the Seller must provide for this in the purchasing document or other documented means and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Seller must notify the QAR of non-conforming product or service received from an external provider when the product or service has been subject to GQA.

For the design, development or maintenance of software, the Seller must interpret the requirements of:

AS9100 "Quality management systems - Requirements",

according to the guidelines of the latest issue (at contract date) of:

AS9115 "Software engineering - Guidelines for the application of AS9115 to computer software".

10.3 Release Documents (Department of National Defence) – United States Based Seller

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Seller must prepare the release document(s).

10.4 Release Documents – Distribution

1. The Seller must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: April McCagg D Mar P 7-4-4

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Seller; and
- g. For all non-Canadian sellers, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building

27 Special Provision .

27.1 Controlled Goods Program – Contract

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Seller is advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at the Controlled Goods Program website.
2. When the Seller proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Seller must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Seller has provided proof, satisfactory to the Contracting Authority, that the Seller is registered, exempt or excluded under the CGP.
3. Failure of the Seller to provide proof, satisfactory to the Contracting Authority, that the Seller is registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
4. The Seller must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

Intellectual Property Rights . 1. The Seller grants to Canada a license to exercise Intellectual Property Rights in proprietary information of the Seller or its subcontractors that is required to be delivered under this contract, to the extent that it is reasonably necessary for Canada to:

- i) perform work under this contract; or
- ii) operate, maintain, modify, dispose, as well as repair and overhaul the AHWCS or any part thereof.

2. This license is non-exclusive, perpetual, irrevocable, worldwide, fully paid and royalty-free. This license cannot be restricted in any way by the Seller providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.

3. The Seller acknowledges that Canada may wish to award additional contracts and that such contract awards may follow a competitive process. The Seller agrees Canada's license includes the right to disclose proprietary information of the Seller to third parties bidding on or negotiating such contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts.