



Terms & Conditions:

3XXX - MANUFACTURING/ENGINEERING/TOOLING

30XX **CONFIGURATION MANAGEMENT**

3001 **245** **CONFIGURATION MANAGEMENT**

1. The Seller shall maintain engineering, manufacturing, and quality controls such that the configuration of items scheduled for delivery under this Purchase Order/Contract conforms to the performance specifications defining the item, and the configuration management requirements set forth in the following tasks.

2. The Seller shall at any time after Purchase Order/Contract award, secure the written consent of MDC prior to making any 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, repairable 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.

3. The Seller shall give written notice to MDC 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 MDC of the total impact of the change. Supplemental documentation (exhibits, sketches, drawings, draft retrofit information, etc.) shall be included.

4. MDC will, within 30 days after the receipt of such change proposal, advise Seller of either its consent to, its rejection of, or the status of MDC's consideration of such change. In no event shall Seller proceed to incorporate such change into the items ordered on the MDC Purchase Order/Contract prior to receipt of written consent by MDC.

5. A new Seller part number identification shall be assigned to all items to be delivered

to MDC when approved changes are made to the article.

6. The Seller shall have the right to make changes under the Purchase Order/Contract, without obligation to make such changes in any delivered items, without an increase in price, and without prior MDC approval, if the change does not affect any of the factors outlined in Paragraph 2. These changes will require MDC concurrence in classification.

7. The Seller shall make revisions to and furnish all data (drawings, catalogs, technical manuals, etc.) submitted under the Purchase Order/Contract that are affected by the change.

8. Changes requiring MDC concurrence in classification shall be submitted immediately to the MDC Purchasing Representative using the Seller's own change form and revised data. These changes may be released at the same time for incorporation, by the Seller, at the Seller's facility. However, no changes shall be incorporated in the item within 30 days prior to shipment to MDC

Note: all changes incorporated in the item prior to MDC concurrence are done so at Seller's risk (see Paragraph 9).

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

10. Supplier Information Request (SIR) Form MD-0653 is incorporated herein by reference. This form shall be used by Seller to submit inquiries and/or recommendations to MDC, as needed.

31XX VALUE ENGINEERING

RESERVED

32XX TOOLING (USE ONLY)

3201 116 USE ONLY TOOLING

Title to any tooling required for the production of items to be delivered under this Purchase Order/Contract shall remain in Seller. Seller shall maintain such tooling in a serviceable condition, and preserve and administer it for the exclusive use of MDC or the Government, except as otherwise provided under this Purchase Order/Contract. Seller shall adequately identify such tooling and shall be liable for any loss or damage thereto, including any expense incidental to such a loss or damage. Such tooling shall not be removed or disposed of without prior written agreement from MDC authorizing disposition or relinquishing MDC or the Government's rights to further use of the tooling.

Payment of die or mold charges to be made after acceptance by MDC Quality Control of first production articles. Invoice shall be accompanied by an MDC approved First Article Inspection Report, Form MDC-1016.

33XX TOOLING (CASTING ONLY)

3301 930 PAYMENT FOR CASTING TOOLING

Payment of casting dies, patterns, molds and machining fixture charges to be made upon the following criteria:

1. All rough casting tooling invoices must be accompanied by an MDC approved First Article Inspection Report (F.A.I.R.). Authorization for payment will not occur until the MDC Tool Completion Report (Form MD-2045) is completed by the MDC Purchasing Tool Liaison Department Representative.
2. All machining tooling invoices must be accompanied by an MDC approved F.A.I.R. of the machined part. Authorization for payment will not occur until the MDC Tool Completion Report (Form MD-2045) is completed by the MDC Purchasing Tool Liaison Department Representative.

34XX TOOLING (FORGING ONLY)

RESERVED

35XX SPECIAL TOOLING

3501 124 SPECIAL TOOLING/SPECIAL TEST EQUIPMENT

MDC shall furnish all special tooling which may be MDC and/or Government owned.

3510 805 SPECIAL TOOLING - RIGHT TO TITLE (GOVERNMENT PROGRAMS) (13 Dec 2002, REV)

This Purchase Order/Contract procures special tooling pursuant to a Government prime contract, to which the U.S. Government has right to title. The Government agency with cognizance for ownership is referenced on the Purchase Order/Contract.

3511 806 SPECIAL TOOLING MDC OWNED

Pursuant to a Government prime contract, this Purchase Order/Contract procures special tooling to which MDC has title.

3512 843 ROTATABLE TOOLING

For the purposes of this clause the term "rotatable tooling" is special tooling (i.e., material handling fixtures, tarps and protective covers) used specifically for transporting parts and assemblies to and from MDC and suppliers on a reusable basis.

Seller shall complete a Rotatable Tooling Manifest, Form MD-2320, for rotatable tooling being sent to MDC and include this document with the packing list. This manifest shall list all components of rotatable tooling (i.e., tooling details, hardware, tarps, protective covers, etc.).

3513 846 ELECTRONIC GRAPHIC MODELS

Electronic Graphic Models (EGM) will be provided for use in support of this purchase order. The EGM is provided as a coordination tool for fabrication and inspection of pilot holes only. Seller shall be required to download the EGM from Part Structure Navigator (PSN). It will be the Seller's sole responsibility to ensure that the accurate EGM revision, as identified on the applicable Automated Planning Order (APO), is downloaded and utilized. Seller's performance in strict accordance with the specifications shall not be excused due to the Seller's use of the incorrect EGM revision.

36XX TOOLING (MISCELLANEOUS)

3601 502 TOOLING RIGHTS

Seller hereby grants MDC the option to purchase Seller's tooling required for performance of this Purchase Order/Contract including use of rights for forging dies, the full cost of which is not charged hereto. MDC and Seller shall negotiate an equitable price for the tooling reflecting factors such as depreciation, amortization and state of repair. MDC may exercise the option by written notice to Seller at any time prior to final payment hereunder.

In the event this order is placed under a Government contract, MDC may exercise the foregoing right on behalf of the Government.

37XX MISCELLANEOUS

3710 844 SINGLE LOT MANUFACTURE

Items will be manufactured in one lot or from a single dye lot of material in order to assure a color match. Adhesive and/or perforation operations, if required, will be performed at a subsequent time consistent with meeting the delivery schedule.