

Date: August 2001

**EXHIBIT B**

**GOVERNMENT PROVISIONS  
APPLICABLE TO E-C SUBCONTRACTOR  
F19628-97-C-0112**

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government Clauses listed below or cited elsewhere in the contract shall be those in effect in February 1997, except as noted below.

<u>FAR/DFARS Reference</u>	<u>Title</u>	
52.204-2	Security Requirements (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)	
52.211-5	Material Requirements ("Contracting Officer" means Buyer.)	
52.211-7	(DELETED)	D/Rev. B
52.211-15	Defense Priority and Allocation Requirements	
52.215-15	Pension Adjustments and Asset Reversions (DEC 98) ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.)	A/Rev. G
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 97) (Applicable only if the contract is other than firm-fixed price or if certified cost or pricing data was provided.)	A/Rev. G
52.215-19	Notification of Ownership Changes (OCT 97)	A/Rev. G
52.215-27	Termination of Defined Benefit Pension Plans ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.)	
52.215-40	Notification of Ownership Changes	
52.222-1	Notice of Labor Disputes ("Contracting Officer" means Buyer.)	
52.222-21	Prohibition of Segregated Facilities (FEB 99) (Certification required. The clause is to be included in every subcontract or purchase order subject to the equal opportunity clause.)	A/Rev. G
52.222-29	Notification of Visa Denial	
52.223-3	Hazardous Material Identification and Material Safety Data (Applies only if hazardous material will be delivered) (In paragraph (b) insert: "None.") Group A and B hardware being delivered under LL/PAR contract are classified as "articles" and require no material safety data sheets (MSDS).	
52.225-10	Duty-Free Entry	
52.225-11	Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer.)	

52.227-10	Filing of Patent Applications - Classified Subject Matter (Applies only if contract will involve access to classified information)	
52.227-12	Patent Rights - Retention by Contractor (Long Form) (Applies only if Special Provision F.1 is included and Seller is <u>not</u> a small business or non-profit organization.)	
52.227-12	Patent Rights - Retention by the Contractor (Applicable only if Special Provision F.1 is included.)	A/Rev. B
52.234-1	(DELETED)	D/Rev. A
52.237-2	Protection of Government Buildings, Equipment and Vegetation. (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)	
52.242-15	Stop Work Order	
52.244-5	Competition in Subcontracting (Not applicable to CLINs identified in Section B as "Type Contract: Y")	
52.244-6	Subcontracts for Commercial Items and Commercial Components	
252.204-7000	Disclosure of Information	
252.215-7000	Pricing Adjustments	
252.223-7001	Hazard Warning Labels (As required in paragraph C, insert: "None")	
252.225-7002	(DELETED)	D/Rev. B
252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies	
252.225-7010	Duty-Free Entry--Additional Provisions	
252.225-7012	Preference for Certain Domestic Commodities	
252.225-7037	Duty-Free-Entry -- NAFTA Country End Products and Supplies	
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	
252.231-7000	Supplemental Cost Principles	
252.235-7003	Frequency Authorization (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)	

**The following clauses also apply if the contract price exceeds \$100,000:**

52.203-6	Restrictions on Subcontractor Sales to the Government	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Seller's signed proposal provided the required certification.)	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (The disclosures of Seller and its lower tier subcontractors required by paragraph (c) shall be submitted to Buyer's Material Representative.)	

52.215-2	Audit and Records-Negotiation (Applies only if contract is other than Firm-Fixed-Price or if cost or pricing data was required or if cost, funding or performance reports will be furnished.)	
252.203-7001	Special Prohibition on Employment	
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	
252.243-7002	Certification of Requests for Equitable Adjustment	A/Rev. B
252.249-7002	Notification of Anticipated Contract Termination or Reduction - In paragraph (e), "two weeks" is changed to 10 days.)	

**The following clause also applies if the contract price exceeds \$500,000:**

52.215-39	Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions. (Applicable only if certified cost or pricing data is provided.)	
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**The following clause also applies if the contract price exceeds \$1,000,000:**

252.211-7000	Acquisition Streamlining	
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**The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:**

252.227-7013	Rights in Technical Data - Noncommercial Items  (Replace paragraph (k)(2) with: "In the event a subcontractor refuses to accept any such provisions, Boeing shall use reasonable efforts to negotiate provisions which are most nearly equivalent.")	
252.227-7014	Rights in Noncommercial Software and Noncommercial Software Documentation  (Replace paragraph (k)(2) with: "In the event a subcontractor refuses to accept any such provisions, Boeing shall use reasonable efforts to negotiate provisions which are most nearly equivalent.")	
252.227-7018	(DELETED)	D/Rev. A
252.227-7019	(DELETED)	D/Rev. G
252.227-7027	Deferred Ordering of Technical Data or Computer Software	
252.227-7030	Technical Data - Withholding of Payment ("Contracting Officer" and "Government" means Buyer.)	
252.227-7036	Declaration of Technical Data Validity	
252.227-7037	(DELETED)	D/Rev. G

**The following Air Force FAR Supplement clauses are applicable as indicated:**

5352.204-9000	(DELETED)	D/Rev. B
5352.223-9001	Health and Safety on Government Installations (Applies only if work will be performed on a Government installation.)	R/Rev. B

**The following NATO clauses are required by the prime contract:**

**1. Export of Technology**

In the event that any participating Government does not provide to the Seller written approval of Manufacturing License and Technical Assistance Agreements and any other licenses, export or import licenses, visas, resident permits, work permits, or other similar governmental actions or approvals necessary: (1) to perform this contract; (2) to export from or to deliver to NAPMO any items involved in the performance of this contract; or (3) to permit the Seller and its subcontractors to contract with their Euro-Canadian subcontractors (at any tier) consistent with the performance and delivery schedules of this contract; an equitable adjustment shall be negotiated pursuant to the "Changes" clause hereof.

**2. Rights of Participating NATO Governments to Audit Reports**

Seller agrees that NAPMO and governments participating in the NATO MID TERM EMD Program may receive from the Contracting Officer reports of audit of the Contractor and Euro-Canadian subcontractors, derived pursuant to the clause titled "Audit and Records - Negotiation." The Seller shall identify proprietary or sensitive data and/or information in source documentation for the aforementioned audit reports. The Contracting Officer will delete this proprietary or sensitive data prior to release to NAPMO and governments participating in the Joint Cooperative NATO MID TERM EMD Program. This clause will be included in all subcontracts.

**3. Currency Conversion**

- a. This clause is intended to protect the Seller from financial loss or gain due to currency exchange rate fluctuations.
- b. The Seller shall provide forecasts of required currencies, as requested by the Buyer. Forecasts shall also state the actual currencies used in prior periods.
- c. The face amount of this contract will administratively cite the mix of participating nation currencies required for contract total performance. The following fixed rates of exchange apply to this contract: [R/Rev. G]

Belgium/LUX	Franc	38.8440
Canada	Dollar	1.3873
Denmark	Krone	7.1710
Germany	Deutschemark	1.8820
Greece	Drachma	293.9800
Italy	Lira	1,840.0000
Netherlands	Guilder	2.1203
Norway	Krone	7.7358
Portugal	Escudo	190.5800
Spain	Peseta	159.0000

Turkey	Lira	162,740.0000
United Kingdom	Pound	0.6241

The following fixed rates of exchange that were published in the Wall Street Journal of 1 November 2000, apply to the LL CLINs of contract: [A/Rev. G]

Belgium/LUX	Franc	47.5006
Canada	Dollar	1.5223
Denmark	Krone	8.7653
Germany	Deutschemark	2.3030
Greece	Drachma	399.98
Italy	Lira	2,279.98
Netherlands	Guilder	2.5949
Norway	Krone	9.2715
Portugal	Escudo	236.07
Spain	Peseta	195.92
Turkey	Lira	682,280.00
European Union	EURO	1.1774

#### 4. Euro-Canadian Subcontract Provisions

a. The following clause set forth in the General Provisions hereof is deleted:

FAR 52.222-26 Equal Opportunity

b. The requirement in paragraph (b) of the "Audit and Records Negotiation" clause shall be applied with the term "Contracting Officer or his representatives (who are employees of the United States Government)" replaced by "National Audit Authority or in exceptional circumstances, the USG DCAA." In paragraph (d), the phrase "Comptroller General of the United States or an authorized representative" is replaced with "National Audit Authority." [R/Orig.]

c. With respect to the "Filing Patent Applications - Classified Subject Matter" clause, patent applications may be filed with the host nation.

d. For purposes of the "Special Tooling" and "Special Test Equipment" clauses hereof, items presented for approval of acquisition as ST/STE shall be classified in accordance with those ST/STE, definitions which are applicable to military contracts between the Seller and its Government as approved by the PCO.

#### e. Pricing and Audit

(1) Pricing of Seller's proposals shall be in accordance with the pricing instructions of this contract; however, the allowability and allocability of Seller's costs including Termination costs shall be in accordance with

national pricing policies applicable as if the Seller's government issued the contract for defense purposes, regardless of whether or not such costs would be allowable under a U.S. Government contract. Allowability pursuant to non-U.S. laws shall be determined between the Contracting Officer and the appropriate National Audit Authority.

(2) In order to assure a proper audit trail of cost or pricing data to the prime contract level, and to meet the requirements normally satisfied by submission of SF Forms 1411, the Seller's price proposals shall substantially meet the normal SF Form 1411 standards.

(a) Price proposals will provide detailed cost information with supporting information, adequately cross-referenced, suitable for detailed analysis. A supporting breakdown must be furnished for each cost element, consistent with the Seller's accounting system.

(b) Depending on the Seller's system, cost support shall be provided for the following basic elements of cost, as applicable:

(i) Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders or contract line items being proposed, and basis for pricing (vendor quotes, prices, etc.)

(A) Subcontracted Items - Include parts, components, assemblies and services to be produced or performed by other than the subcontractor in accordance with the contracted design, specifications or directions and applicable only to the prime contract. For each subcontract over \$100,000.00, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition and basis of establishing source and reasonableness of price, as well as results of review and evaluation of subcontract proposals when required.

(B) Standard Commercial Items - Means items regularly used in the course of normal business operations for other than Government purposes which:

1. Have been sold or licensed to the general public;
2. Have not been sold or licensed, but have been offered for sale or license to the general public;
3. Are not yet available in the commercial marketplace, but will be available for commercial delivery in a reasonable period of time; or
4. Are described in paragraphs 1, 2, or 3 that would require only minor modification in order to meet the requirements of the procuring agency.

(C) Interorganizational Transfers (at other than cost) - Provide explanation of pricing method used.

(D) Raw Material - Consists of material which is in a form or state that requires further processing. Provide priced quantities of items required for this proposal.

(E) Purchased Parts - Include material items not covered above. Provide priced quantities for items required for the proposal.

(F) Interorganizational Transfers (at cost) - Include separate breakdown of cost by element.

(ii) Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category and furnish basis for estimates.

(iii) Indirect Costs - Indicate the method of computation and application of your indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluation of the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

(iv) Other Costs - List all other costs which are not otherwise included in the categories described above, (e.

g., special tooling, travel, computer and consultant services, preservation, packaging and packing, and spoilage rework) and provide basis for pricing.

(c) There is a clear distinction between "submitting" cost or pricing data and merely "making available" books, records and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the contractor has been submitted, either actually or by specific identification. As later information comes into the Seller's possession, it should be promptly submitted to the Buyer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.

(d) The Seller will grant to the National Audit Authority (see f.(3) below), the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award to the Seller.

(e) The Seller will submit as soon as practicable after final agreement on price, a Certificate of Current Cost or Pricing Data wherein the Seller will certify that cost or pricing data as defined above are accurate, current and complete as of the date of agreement on price.

### (3) Audit Authority

(a) If this contract is other than a firm-fixed price contract, the allowability of categories of costs for the purpose of final price determination shall comply with national price regulations. The national pricing regulations may be supplemented by mutual agreement between the Contracting Officer and a representative of the participating government.

(b) Additional detailed guidance on audit arrangements will be provided by the Contracting Officer.

### f. Security and Fire Protection

It is understood and agreed that the price hereof contemplates that the Seller will comply with security and fire protection requirements currently imposed under military contracts with their own respective government. The Seller, however, is responsible for insuring that the minimum Security and Fire Protection requirements imposed in the E-C subcontracts are consistent with contract requirements and satisfy the Seller's requirements consistent with its management responsibility.

### g. National Standards and Regulations

It is recognized that in the performance of this contract, the Seller may desire, in the interests of minimizing contract costs, to substitute appropriate standards, regulations, or other documents of the Seller's government where it is demonstrated that such standards, regulations or other documents are equivalent to the standards, regulations or other documents required by the provisions of this contract. The Seller's demonstration of equivalency must be specifically approved in writing by the Buyer and Contracting Officer to permit such substitution.

## 5. Payments to Euro-Canadian Subcontractors [R/Orig.]

The following procedures apply to all E-C subcontractors performing under this contract.

a. First and second tier Euro-Canadian subcontracts and U.S. second tier subcontracts will be priced and all invoices for payment will be in the first or second tier subcontractor's national currency. First and second tier Euro-Canadian subcontractors and U.S. second tier subcontractors will be paid in their national currency by NAPMA. [R/Rev. B]

b. Payments to first and second tier Euro-Canadian subcontractors and U.S. subcontractors may be based on the completion of contract milestones or Progress payments. [R/Rev. B]

c. When a second tier Euro-Canadian or U.S. subcontractor has completed a contract milestone or can submit a progress payment request in accordance with its contract, the second tier subcontractor will submit an invoice or progress payment

request to the first tier subcontractor, who will verify that the invoice/progress payment request is consistent with the requirements of the subcontract. [R/Rev. B]

d. When a first tier subcontractor has completed a contract milestone or can submit a progress payment request in accordance with its contract, the first tier subcontractor will submit an invoice or progress payment request to the National Government Representative. The invoice must contain:

(1) the amount of the invoice in first and second tier subcontractor currency

(2) the total price of the subcontract broken out by currency

(3) the cumulative amount invoices to date by currency for both subcontracts [R/Rev. B]

e. The National Government Representative will certify that the first tier Euro-Canadian subcontractor has met the milestone completion requirements or that the Euro-Canadian first tier subcontractor is authorized to submit a progress payment request, and that the invoices amount is correct. After validation by the National Government Representative, the first tier Euro-Canadian subcontractor will forward the invoice/progress payment request to the Prime Contractor.

f. Upon receipt of an invoice/progress payment request from a first tier subcontractor, the Prime Contractor shall verify that the invoice/progress payment request is consistent with the requirements of the contract and that the request for payment, both in first and second tier subcontractor's national currency, does not exceed the NATO Mid Term EMD Billing Limitation Table amount by currency. The Prime Contractor shall convert the amount of the invoice/progress payment request from the national currency of the first and second tier subcontractor to U.S. dollars based on the currency exchange rates specified in the "CURRENCY CONVERSION CLAUSE".

g. The Prime Contractor shall forward by facsimile a copy of the invoice/progress payment request to the NAPMA Financial Controller (with an informational copy to the ESC Financial Management Office - AWIX) and shall forward to NAPMA payment in U.S. dollars equivalent to the converted amounts of the invoice/progress payment request. This payment shall be made to the NAPMA Account Nr 456-0-564788-41 at the ABN AMRO bank NV, New York Branch, 500 Park Avenue, New York, NY 10022. The Prime Contractor shall forward the original certified first tier Euro-Canadian subcontractor invoice/progress payment request to the NAPMA Financial Controller for filing with the actual payment records. [R/Rev. B]

h. Following receipt of the facsimile invoice/progress payment request and payment in U.S. dollars from the Prime Contractor, NAPMA will initiate direct payment to the first and second tier subcontractor. However, in accordance with NAPMO Financial Regulations, final payment will not be made to the Euro-Canadian or U.S. vendor until original certified Euro-Canadian invoices/progress payment request have been received by NAPMA. Certified invoices are required for first tier subcontracts only. [R/Rev. B]

i. The normal process for NAPMA will be to pay Euro-Canadian and U.S. dollar invoices/progress payment request once per month on NAPMA's fifth working day. All properly certified invoice(s) received at least ten working days prior to that date will be included in the applicable month's payment process, if payment in U.S. dollars from the Prime Contractor has been received in the NAPMA accounts. In accordance with NAPMO Financial Regulations, original certified invoices must be received before final payment may be made. NAPMA will notify the Prime Contractor by facsimile when payments have been executed. Such notice will include first and second tier subcontractor's name, invoice number(s), amount(s) paid, and date paid. [R/Rev. B]

j. NAPMA will provide the NAPMA holiday schedule to the Prime Contractor annually.

k. In the event NAPMA fails to pay first and/or second tier Euro-Canadian and U.S. second tier subcontractors' invoices/progress payment request as contemplated by this clause, the Contractor shall notify NAPMA within five (5) calendar days of becoming aware of such event. Such notification shall identify the invoices/progress payment request which have not been paid and shall state the monetary value of said invoices/progress payment request. [R/Rev. B]

l. (DELETED) [D/Rev. B]

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## 6. Customs and Duties



a. This contract contains no provisions or costs for customs or duties imposed by those countries identified in paragraph d. below. In the event a foreign country imposes such customs, duties or similar charges, Seller's incurred costs are reimbursable to Seller. Reimbursement shall be limited to those Seller incurred costs, including applicable overhead and G&A expense, but excluding profit. The contract price will be increased accordingly. [R/Orig.]

b. The NAPMO, acting on behalf of NATO shall enjoy the privileges of exemption from taxes, customs, duties, and quantitative restrictions on imports and exports in respect of any item or aspect of the Programs as set out in Articles IX and X of the Agreement on the status of the North Atlantic Treaty Organization, National Representatives and International Staff (Ottawa, 20 September 1951). Identifiable taxes, customs, duties or other charges levied by any participating nation in connection with the activities covered by this arrangement will be borne by the government of the participating nation, either directly or by waiver or by an appropriate increase of that participating nation's contribution.

c. Taxes levied by non-participating nations and not waived by them will be borne by NAPMO.

d. The countries contemplated by paragraph a are: Belgium, Luxembourg, Canada, Denmark, Germany, Greece, Italy, Netherlands, Norway, Portugal, Spain, Turkey, and United Kingdom. [R/Rev. B]

e. Paragraph a. through d. of this Special Contract Requirement shall be inserted verbatim in all subcontracts and purchase orders awarded by the Seller in all cases where such taxes and customs duties would otherwise apply. [R/Orig.]

7. National Audit Authority. Audits will be performed by the applicable Ministry of Defense. [A/Orig.]

8. Data. (Applicable only if technical data will be delivered.) [A/Orig.]

"DATA

A. FAR/DFARS - Application and Definitions. This contract includes DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NON COMMERCIAL ITEMS AND DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. The definitions set forth therein shall apply in this clause. In addition, 'Operation' means the use of an E-3 AWACS AEW System for its intended purpose, and 'Support' means Organizational, Intermediate, and Depot Level Maintenance, as well as Engineering Analysis of the E-3 AWACS AEW System.

B. Provision/Furnishment of Technical Data. Boeing, as the manufacturer and supplier of the E-3 AWACS AEW System, has an interest in ensuring that its customers receive the full use and benefit of their purchase over its useful life. NAPMO, as an owner and operator of a fleet of E-3 AWACS AEW Systems, has an interest in ensuring that its Operation and Support of those Systems will not be impeded by a lack of necessary technical data.

C. Identification of Technical Data. Consequently, the parties have attempted to identify technical data which NAPMO will need for fleet Operation and Support, and to specify that technical data in the list of technical data which is to be delivered under this contract. The parties recognize that it may not be possible at the time of contracting to anticipate each and every need for technical data NAPMO may experience over the term of this contract. Accordingly, the parties agree that if NAPMO needs Seller or subcontractor proprietary technical data for Operation or Support, Seller or its subcontractors may provide such technical data under the provisions of DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE as limited rights technical data. Similarly, non-proprietary technical data may be provided as unlimited rights technical data.

D. Data Disclosure Policy. The parties recognize that such technical data may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations promulgated thereunder (15 CFR 768-799), and the Arms Export Control Act (22 USC 2778), and the International Traffic in Arms Regulations (22 CFR 120-128 and 130). The parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, that licenses from the U.S. Department of State and/or the U. S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

E. Flow Down Provisions. Seller shall undertake to insert the provisions of this clause in all subcontracts and purchase orders requiring delivery of technical data. In the event a subcontractor refuses to accept any of such provisions, Seller shall use reasonable efforts to negotiate provisions which are most nearly equivalent."

9. Time and Materials Contract Line Item Implementation

(Applicable to CLINs/SubCLINs 0005, 0007, 0018 and 0021) [A/Rev. G]

Notwithstanding any other contract provisions, the Seller shall maintain sufficient accounting records for verification of the hours, categories of labor, material costs, equipment costs and travel costs incurred in the performance of this contract. It is further understood and agreed that these accounting records shall be available for Government review by national audit agencies during the performance of the contract. Subcontractor National Audit Authorities shall review all subcontractor Time and Material (T&M) invoices and shall certify to the accuracy of the invoices in accordance with the subcontractor's national audit laws, policies, and procedures. A copy of the certification shall be provided to the Buyer.

10. RECOVERY OF NAPMO'S PRO RATA SHARE OF NONRECURRING COSTS ON FOREIGN COMMERCIAL SALES [A/Rev. G]

a. In the event the Seller or its subcontractors, intends to enter into foreign commercial sales or license agreements for the items developed under this contract or essentially similar items, it shall promptly notify the Buyer and the Contracting Officer.

(i) The phrase "foreign sales or license agreements" includes all sales to or license agreements with foreign buyers that are subject to the Arms Export Control Act, including foreign governments and international organizations, directly by the U.S. domestic firms.

b. The Seller agrees that his rights to enter into production for foreign sales of the items or essentially similar items are expressly contingent upon compliance with the provisions of this clause.

c. The Seller further agrees to flow-down this clause, substantially as written, in all NATO Mid Term EMD and Long Lead subcontracts. The Seller's obligations will be limited to reporting to the NAPMO such foreign commercial sales or license agreements that applicable subcontracts enter into. The NAPMO will be responsible for recoupment of any amount or amounts due directly from such subcontractors.

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A = ADDED

D = DELETED

R = REVISED