



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 985 (11/3/99)

HQ0006-98-C-0003

NATIONAL MISSILE DEFENSE

SYSTEM DEVELOPMENT

GOVERNMENT CONTRACT REQUIREMENTS

GOVERNMENT 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 27. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 40. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31.

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" means Seller, "Subcontractor" means Seller's subcontractor, "Contract" means this order and "Contracting Officer" means Buyer. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

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

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)). 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. \$100,000

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. This clause applies only if this contract exceeds the simplified acquisition threshold. 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. This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. This clause applies only if this Contract exceeds \$100,000.

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

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

52.215-2 Audit and Records - Negotiation. This clause applies only if this contract exceeds the simplified acquisition threshold.

FAR 52.215-11. Price Reduction for Defective Cost or Pricing Data - Modifications. "Contracting Officer" means "Contracting Officer or Buyer". In paragraph (d)(2)(i)(A) delete "to the Contracting Officer". In paragraph (d)(2)(ii)(B) "Government" means "Government or Buyer". This clause applies only if this contract exceeds \$500,000 unless otherwise exempt.

FAR 52.215-12. Subcontractor Cost or Pricing Data - Modifications. The certificate required by paragraph (c) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer". This clause applies only if this contract exceeds \$500,000 unless otherwise exempt.

52.215-15 Termination of Defined Benefit Pension Plans. 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). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-40 Notification of Ownership Changes.

52.219-8 Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns.

52.219-9 Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan. In paragraph (c), "Contracting Officer" means 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. "Contracting Officer" means "Buyer".

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

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans. This clause applies only if this contract exceeds \$10,000.

52.222-36 Affirmative Action for Handicapped Workers. This clause applies only if this contract exceeds \$2,500.

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Viet Nam Era. This clause

applies only if this contract exceeds \$10,000.

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

52.223-3 Hazardous Material Identification and Material Safety Data. This clause applies only if Seller delivers hazardous material under this contract. (Not applicable to a services contract unless supplies are also being delivered.)

52.223-7 Notice of Radioactive Materials. The period for giving the notice is 60 days.(Not applicable to a services contract)

52.223-11 Ozone Depleting Substances.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)). This clause applies only if this contract exceeds \$100,000.(Not applicable to a services contract)

52.225-10 Duty-free Entry. 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.(Not applicable to a services contract)

52.225-11 Restrictions on Certain Foreign Purchases.

52.227-1 Authorization and Consent. - Alt. I

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. A copy of each notice sent to the Government will be sent to Buyer. This clause applies only if this contract exceeds the simplified acquisition threshold.

52.227-10 Filing of Patent Applications — Classified Subject Matter.

52.227-12 Patent Rights - Retention by the Contractor (Long Form). 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.

52.230-2. Cost Accounting Standards. Delete paragraph (b). This clause applies only if this contract exceeds \$500,000 unless otherwise exempt.

52.230-3. Disclosure and Consistency of Cost Accounting Practices. Delete paragraph (b). This clause applies only if this contract exceeds \$500,000 unless otherwise exempt.

52.230-4 Consistency of Cost Accounting Standards. This clause applies only if this contract exceeds \$500,000 unless otherwise exempt.

52.230-6 Administration of Cost Accounting Standards. Add "Buyer and the" before "Contracting Officer" in paragraph (c). This clause applies only if this contract exceeds \$500,000 unless otherwise exempt.

52.237-2 Protection of Government Buildings, Equipment, and Vegetation.

52.242-15 Stop Work Order. The terms "Contracting Officer" and "Government" mean Buyer.

52.244-5 Competition in Subcontracting.

52.244-6 Subcontracts for Commercial Items and Commercial Components.

52.245-2 Government Property (Fixed Price Contracts).

52.245-5 Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts).

52.245-18 Special Test Equipment. This clause applies if test equipment is acquired or furnished by the Government and to be retained for use by the Seller. Change "30 days" to "45 days" in paragraph (b) and (c).

52.247-63 Preference for U.S.-Flag Air Carriers. Not applicable to a services contract)

52.253-1 Computer Generated Forms.

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" means Seller, "Subcontractor" means Seller's subcontractor, "Contract" means this order and "Contracting Officer" means Buyer. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Special Prohibition on Employment (excluding paragraph (g)). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components.

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

252.204-7003 Control of Government Personnel Work Product.

252.205-7000 Provision of Information to Cooperative Agreement Holders.

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. The term "Offeror" shall mean Seller.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty. This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components.

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

252.215-7000 Pricing Adjustments.

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program). This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

252.223-7001 Hazard Warning Labels. This clause applies only if Seller delivers hazardous material under

this contract.(Not applicable to a services contract)

252.223-7002 Safety Precautions for Ammunition and Explosives. This clause applies only if Seller delivers ammunition or explosives under this contract.(Not applicable to a services contract)

252-223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials. This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

252-223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 and Alt. 1 Preference for Domestic Specialty Metals.(Not applicable to a services contract)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. 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.(Not applicable to a services contract)

252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber. "Contracting Officer" means Buyer. Not applicable to a services contract)

252.225-7026 Reporting of Contract Performance Outside the United States. This clause applies only if this contract exceeds \$500,000.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.

252.227-7013 Rights in Technical Data - Noncommercial Items. 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. This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7016 Rights in Bid or Proposal Information.

252.227-7019 Validation of Asserted Restrictions - Computer Software. 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.

252.227-7027 Deferred Ordering of Technical Data or Computer Software.

252.227-7030 Technical Data — Withholding of Payment. "Government" and "Contracting Officer" mean Buyer. This clause applies only if the delivery of data is required by this contract.

252.227-7034 Patents - Subcontracts.

252.227-7036 Certification of Technical Data Conformity. This clause applies only if the delivery of data is required by this contract.

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

252.231-7000 Supplemental Cost Principles.

252.234-7001 Earned Value Management System.

252.235-7003 Frequency Authorization - Alt. I. This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

252.245-7001 Reports of Government Property.

252.247-7023 Transportation of Supplies by Sea. This clause applies only if this contract exceeds the Simplified Acquisition Threshold in FAR Part 13.(Not applicable to a services contract)

252.247-7024 Notification of Transportation of Supplies by Sea. "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.(Not applicable to a services contract)

252.251-7000 Ordering from Government Supply Sources.

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

A. SAFETY AND ACCIDENT PREVENTION

In performing work under this contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the contract, and (b) for those related activities not directly addressed by this contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes.

Any violation of such 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. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this contract entitled "Changes."

B. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

C. PUBLIC RELEASE OF INFORMATION.

All public information materials prepared by Seller shall be submitted to BMDO for clearance prior to release. These

materials include, but are not limited to, technical papers and responses to news queries which relate to work under this order. However, once work has been cleared for public release, it need not be cleared again for later use. All materials to be cleared must be sent through the Buyer to:

Office of the Secretary of Defense
Ballistic Missile Defense Organization
7100 Defense Pentagon, BMDO/SRE
Washington, D. C. 20301-7100

Seller shall submit the material proposed for release to the above address via a letter of transmittal setting forth: 1) to whom the material is to be released; 2) the desired date for public release; 3) a statement that the material has been approved by Seller officials for public release; 4) the order number and prime contract number. Three copies of each item shall be submitted at least two months in advance of the proposed release date. Final approval for release or disclosure of the material cannot be given on the basis of abstracts; outlines or rough drafts will not be cleared. Materials submitted to BMDO for release purposes shall be void of all Seller logos or other attributions to the Seller.

D. ORGANIZATIONAL CONFLICT OF INTEREST.

Purpose. This clause is to aid in ensuring that: Seller's scientific objectivity and judgment are not biased because of present or planned interests (financial, contractual, organizational or otherwise) which relate to work under this order; Seller does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding Government program plans and actual or anticipated resources; and Seller does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others. Restrictions described herein shall apply to performance or participation by Seller and any of its affiliates or their successors in interest in the activities covered by this clause as subcontractor, co-sponsor, joint venturer, consultant or in any similar capacity. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

Access To & Use Of Government Information. If in the performance of this order, Seller obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, Seller agrees that without prior written approval of Buyer it shall not use such information for any private purpose unless the information has been released or otherwise made available to the public; compete for work, other than the LSI contract, based on such information after the completion of this order, or until such information is released or otherwise made available to the public, whichever occurs first; submit an unsolicited proposal to the Government which is based on such information after such information is released or otherwise made available to the public; or release such information unless such information has previously been released or otherwise made available to the public by the Government.

Access To & Protection Of Proprietary Information. Seller agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this order, it shall treat such information in accordance with any restrictions imposed on such information. Seller further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, Seller shall obtain from each employee who has access to proprietary data under this order a written agreement which shall in substance provide that such employee shall not, during his/her employment by Seller or thereafter, disclose to others or use for their benefit proprietary data received in connection with work under this order. Seller will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition

Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this order except as provided herein.

Disclosures. If Seller discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Buyer. This disclosure shall include a description of the action the Seller has taken or proposes to take in order to avoid or mitigate such conflicts.

Remedies & Waiver. For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this order, Buyer may terminate this order for default, disqualify Seller for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this order. If, however, in compliance with this clause, the Seller discovers and promptly reports an actual or potential organizational conflict of interest subsequent to award of the order, Buyer may terminate this order for convenience if such termination is determined to be in Buyer's best interest. Seller recognizes that this clause has potential effects which will survive performance of this order and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, Seller may at any time seek a waiver from the Director, BMDO (via Buyer) by submitting a full written description of requested waiver and reasons in support thereof.

Certification Restriction. Seller shall be restricted from performing validation, verification, accreditation or certification of any products developed or delivered under this order. Seller shall not serve as a software independent validation and verification contractor for any software developed or delivered under this order.

Modifications. Prior to order modification, when the statement of work is changed to add new work or the period of performance is significantly increased, Buyer may require Seller to submit to the Government through Buyer either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

Subcontracts. Seller shall include this or substantially the same clause in consulting agreements and subcontracts of all tiers. The terms "contract", "order", "Seller", and "Buyer" will be appropriately modified to preserve the Government's and Buyer's rights.

E. ENABLING CLAUSE FOR NMD INTERFACE SUPPORT. It is anticipated that during the performance of this order, Seller may be required to support meetings with other Sellers and other Government agencies. Appropriate organizational conflict of interest agreements will be negotiated by the Seller as needed to protect the rights of Seller and Buyer. This agreement is not intended to establish privity of contract between Seller and the Government, nor is it intended to relieve Seller of any of its responsibility to manage its subcontracts effectively. Personnel from other Sellers or from any Government agency are not authorized to direct Seller in any way.

F. GOVERNMENT PROPERTY.

Seller is authorized use of Government property in the performance of this order from the following contracts on a no-cost (i.e., without assessment of rental charge), non-interference basis: HQ0006-95-C-0018, DASG60-92-C-0184, DASG60-86-C-0014 and DSAG60-98-C-0011.

G. SURVEILLANCE AND WRITTEN TECHNICAL DIRECTION

a. The work to be performed by the Seller under this Order is subject to surveillance and written technical direction from the Buyer under the conditions set out herein. Technical direction is defined as a directive to the Seller within the definitions and requirements of the Statement of Work hereof which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or information items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Seller. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting

information or advice by the Buyer regarding matters within the definitions and requirements of the Statement of Work. Technical direction and management surveillance shall not impose tasks or requirements upon the Seller additional to or different from the general tasks and requirements stated in the Statement of Work hereof.

Technical direction to be valid:

Must be issued in writing consistent with the general scope of the work set forth in this Order;

Shall not commit the Buyer to any adjustment of the price or other provisions of this Order; and

Shall be contained on Buyer's Form and signed by an authorized member of Buyer's Engineering staff.

b. In the event any such technical direction is interpreted by Seller to fall within the clause hereof entitled "Changes" the Seller shall not implement such direction, but shall notify the Buyer in writing of such interpretation within ten working days after the receipt of such direction. Such notice shall (i) include the reasons upon which the Seller bases its belief that the technical direction falls within the purview of the "Changes" clause; and (ii) include the Seller's best estimate as to revision in price, performance time, delivery schedules and other contractual provisions that would result from implementing the technical direction.

If, after reviewing the information presented pursuant to Paragraph B above, the Buyer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, unilateral direction to proceed pursuant to the "Changes" clause shall be issued by duly executed Change Notice to this Order. If Buyer determines that such direction is technical direction authorized by this clause, Seller will be directed by Buyer to proceed with the implementation of such technical direction.

In the event the Buyer determines that it is necessary to avoid a delay in performance of this Order, the Seller may be directed, in writing, to proceed with the implementation of the technical direction pending receipt of the information to be submitted under Paragraph B above. Should the Buyer later determine that change direction is appropriate, written direction pursuant to the "Changes" clause hereof will be issued.

c. Failure of the Buyer and Seller to agree on whether such direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the clause hereof entitled "Disputes."

The procedure set out in this clause is the only means authorized to give technical direction to the Seller under this Order. Any action taken by the Seller in response to any technical direction given by any other means or by any person other than the cognizant buyer shall be at the Seller's own risk.

4. THE FOLLOWING "DISPUTES" PROVISION APPLIES ONLY TO THE CLAUSES OF THIS CONTRACT LISTED BELOW:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS

COST ACCOUNTING STANDARDS

DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

A. Any dispute that arises under or is related to this contract concerning the above named clauses that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

B. If a decision arising under the prime contract is made by the Contracting Officer and such decision is also related to the above named clauses of this order, said decision, if binding upon Buyer under the prime contract, shall in turn be binding upon Buyer and Seller with respect to such decision insofar as it relates to this order; provided, however, that if Seller is adversely affected by any such decision made by the Contracting Officer, and if Buyer elects not to appeal such decision pursuant to the "Disputes" clause of the prime contract, Buyer shall promptly notify Seller. If Seller thereafter timely requests Buyer to appeal such decision, Buyer shall do so. If Buyer appeals such decision, whether at its election or at Seller's request, any decision upon such an appeal, if binding upon Buyer under the prime contract, shall in turn be binding upon Buyer and Seller under this order with respect to such decision insofar as it relates to this order.

C. If any such appeal is denied or otherwise decided adversely to Seller's interest, or if Seller is otherwise adversely affected by any decision made by any representative of the Government on any decision arising under the prime contract which is also related to this order, from which an appeal under the "Disputes" clause in the prime contract is not available, said decision, if binding upon Buyer under the prime contract, shall in turn be binding upon Buyer and Seller with respect to such decision insofar as it relates to this order; provided, however, that if Seller is adversely affected by any such decision, and if Buyer elects not to bring suit against the Government with respect to such decision, Buyer shall notify Seller with reasonable promptness. If Seller timely requests Buyer to bring suit against the Government, Buyer shall do so. If Buyer brings suit against the Government with respect to any such decision, whether at its election or at Seller's request, a final judgment in any such suit, if binding upon Buyer under the prime contract shall in turn be binding upon Seller and Buyer under this order with respect to the decision insofar as it relates to this order.

D. If necessary for jurisdiction under the Contract Disputes Act, Buyer shall certify Seller's claim and proceed with the appeal only if Buyer is satisfied that the Seller's claim is in good faith, that the supporting data are accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Buyer believes the Government is liable. Buyer's position on whether or not it is satisfied shall be reasonable and shall not be used to arbitrarily deny Seller certification. Seller shall indemnify Buyer against any liability incurred as a result of acting hereunder at Seller's request, including furnishing such certification.

E. If any such appeal or suit is taken or brought by Buyer, whether at its election or at Seller's request, Seller shall assist Buyer in its prosecution thereof in every reasonable manner and Seller shall be afforded reasonable opportunity to participate in the prosecution thereof to the extent Seller's interest may be affected. To the extent requested by Buyer, Seller shall prosecute for Buyer any appeal or suit taken or brought at Seller's request and, in such event, Buyer shall assist Seller in every reasonable manner. All costs and expenses incurred by Seller and DISPUTES Con't.

Buyer in prosecuting any appeal or suit taken or brought at Seller's request shall be paid by Seller. Where possible, Buyer shall in good faith consult with Seller concerning the presentation to the Contracting Officer or other cognizant representatives of the Government of the matters referred to in Paragraphs B and C above to the extent they may affect Seller's interest.

F. If as a result of any decision or judgment which is binding upon seller and Buyer, as above provided, Buyer is unable to obtain reimbursement from the Government under the prime contract for, or is required to refund or credit to the Government, any amount with respect to any item of cost or fee for which Buyer has reimbursed Seller, Seller

shall, on demand, promptly repay such amount to Buyer.

G. The rights and obligations described herein shall survive completion of and final payment under this order.

[Section 9](#)

[Terms and Conditions Guide](#)