

P9793 SUPPLEMENTAL TERMS

In addition to Buyer's terms and conditions of purchase, the following terms shall apply to purchase orders in support of the programs referenced above. In the event of conflict between Buyer's terms and conditions of purchase and these terms, these terms shall take precedence.

1. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE.

- A. Performance under this Order may require that SELLER have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, SELLER shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Government's Contracting Officer. Upon modification of the Prime Contract by the Government, Buyer may correspondingly unilaterally modify this Order to list those third parties with which SELLER has agreement(s).
- B. SELLER agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other SELLER personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of SELLER; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- C. The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which SELLER has access in the performance of this Order that contains proprietary or other restrictive markings.
- D. SELLER agrees that it will promptly notify BUYER of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this Order to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- E. SELLER shall include this requirement in subcontracts of any tier which involve access to information covered by subparagraph A, substituting "subcontractor" for "SELLER" where appropriate.
- F. Compliance with this requirement is a material requirement of this Order.

2. EXTENSION OF COMMERCIAL WARRANTY.

SELLER shall extend to BUYER and the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to BUYER and the Government. SELLER shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable Product. Acceptance of the standard commercial warranty does not waive the BUYER's or Government's rights under the "Inspection" clause, nor does it limit BUYER's rights with regard to other terms and conditions of this Order. In the event of a conflict, the terms and conditions of this Order shall take precedence over the standard commercial warranty.

6. HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT.

- A. The higher-level quality standard(s) of ANSI/ISO/ASQ 9001-2008 shall apply to this Order –
 - (1) If this Order is for critical and complex items (see FAR 46.203(b) and (c)); or
 - (2) when the technical requirements of this Order require--
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- B. If paragraph A is applicable to this Order, then Seller shall include applicable requirements of the higher-level quality standard listed in paragraph A of this provision and shall flow down such standards, as applicable, to lower-tier subcontracts.

7. LOGISTIC SUPPORT REQUIREMENT.

- A. This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called “repair parts”) for a ship component or item of equipment.
- B. With respect to ship components or equipments manufactured other than in the United States and Canada, SELLER agrees that, in addition to any other data required by this Order, it will furnish under this Order sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipments shall have made arrangements satisfactory to SELLER and approved by the BUYER and BUYER’s Contracting Officer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, “sufficient data” shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the Prime Contract number.
- C. In order to satisfy the requirements of paragraph (b) above, unless SELLER or SELLER’s supplier of the ship components or equipments shall have made arrangements, satisfactory to SELLER and approved by the BUYER and BUYER’s Contracting Officer, for the manufacture of such repair parts in the United States or Canada, SELLER and SELLER’s subcontractors shall both provide and shall include in all subcontracts for the purchase of ship components or equipments from foreign sources this clause that hereby grants to the United States Government for a period of seven (7) years, “Government Purpose Rights” (as defined in paragraph (a)(13) of the clause of this Order entitled “RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS” (DFARS 252.227-7013)) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

8. REQUIREMENTS FOR AIR CIRCUIT BREAKERS IN NAVAL VESSELS

SELLER agrees that air circuit breakers for naval vessels provided under this purchase order shall be manufactured in the United States, Canada, or the United Kingdom.