

**Pacific Ship Repair & Fabrication, Inc.**  
**SPECIAL TERMS AND CONDITIONS FOR SUBCONTRACTS**  
**Issued Under HII-NNS Prime Contract N00024-18-D-4345**

**April 12, 2019**

## PRIME CONTRACT CLAUSES

The following clauses are flowed down from Buyer to Seller pursuant to the requirements of Subcontract with HII\_NNS. In addition to any Purchase Order General Terms and Conditions, they shall be incorporated into any agreement between Buyer and Seller when referenced on the Purchase Order.

In interpreting the requirements of these clauses, "Contracting Officer" or "COR" should be considered to be Purchaser's Contract Administrator and "Government" should be considered to be Purchaser, unless the context indicates otherwise. Please apply the following term conversions. "Contractor" shall mean Subcontractor. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Subcontractor. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

<https://www.acquisition.gov/far/>

<http://FARSITE.HILL.AF.MIL/Vfdfar1.htm>

## SECTION A

1. **GOVERNMENT CONTRACT RATING.** U.S. NAVY CONTRACT: N00024-18-D-4345, PRIORITY RATING: D0A3. The Prime Contract is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). If applicable to subcontract Orders, the rating will be included on the face of the Order.
2. **NO WAIVER.** Nothing herein shall be construed as a waiver of Seller's obligation in regard to the risk of loss of the Contract Work or as a waiver of Buyer's right to require Seller to replace unsatisfactory materials, workmanship, software or services.
3. **PROPERTY CONTROL SYSTEM.** Seller is to maintain a Government property control system per NAVSEA Standard Item 009-20.
4. **4E SPECIFICATION.** Seller shall coordinate and execute Contract Work in accordance with 4E specification, drawings and documentation as provided by Buyer.
5. **REPRESENTATIONS AND CERTIFICATIONS.** As of the time a Purchase Order is issued to Seller, Seller represents and warrants that: (i) upon request, Seller will submit to Buyer annual certifications and representations; (ii) Seller's certifications and representations provided are current, accurate and complete at the time of submittal; and (iii) Seller has not been debarred, suspended or proposed for debarment by the Government.
6. **PROPOSAL TURNAROUND TIMES.** Unless otherwise stated, proposals for New Work Items are to be turned around within 3 days of issue. Growth Work is due within 2 days.
7. **BASIS OF ESTIMATE.** All submitted proposals must be able to support your Basis of Estimate (BOE), and should be available to the Government if requested. This information should clearly include answers for: (i) What is being estimated (what, where, when and how); (ii) How is it being estimated; (iii) What empirical data was used to derive the estimate; and (iv) Why is the estimate reasonable?
8. **SITE CONDITIONS.** If the Purchase Order requires work to be performed aboard ship while located at a Government installation, Seller is urged and expected to inspect the site where Contract Work will be performed and to satisfy itself as to all general and local conditions, including security requirements that may affect the cost of performing the work, in the event such information is reasonably obtainable. In no event will the failure to inspect the site constitute grounds for a claim after award of the task order/contract against Buyer or the Government.

AS USED THROUGHOUT THESE TERMS, THE TERM "PURCHASER" OR "BUYER" WILL BE PACIFIC SHIP REPAIR & FABRICATION, INC. (Pacship). THE TERM "SELLER" OR "SUPPLIER" WILL BE SUBCONTRACTOR.

SECTION A: APPLICABLE APPENDICES

A - APP A DOD CONTRACTS (NOVEMBER 12, 2018)

B - APP A DOD CONTRACTS NNS SUPPLEMENT (NOVEMBER 12, 2018)

THE APPENDICES AND / OR CODED NOTES REFERENCED HEREIN ARE INCORPORATED BY REFERENCE AND MADE PART OF THIS PURCHASE ORDER WITH THE SAME FORCE AND EFFECTS AS IF SET FORTH IN THE FULL TEXT AND MAY BE ACCESSED AS FOLLOWS:

[HTTP://SUPPLIER.HUNTINGTONINGALLS.COM/SOURCING/PO\\_APPENDICES.STM](http://SUPPLIER.HUNTINGTONINGALLS.COM/SOURCING/PO_APPENDICES.STM)

[HTTP://SUPPLIER.HUNTINGTONINGALLS.COM/SOURCING/PO\\_NOTES.STM](http://SUPPLIER.HUNTINGTONINGALLS.COM/SOURCING/PO_NOTES.STM)

IN ADDITION, SEE CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2). THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT, AS LISTED IN THE APPENDICES NOTED ABOVE. THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS(ES):

FAR CLAUSES & PROVISIONS: [HTTP://FARSITE.HILL.AF.MIL/VFFARA.HTM](http://FARSITE.HILL.AF.MIL/VFFARA.HTM)

DFARS CLAUSES & PROVISIONS:

[HTTP://FARSITE.HILL.AF.MIL/VFDFARA.HTM](http://FARSITE.HILL.AF.MIL/VFDFARA.HTM)

NMCARS/NMCAG CLAUSES & PROVISIONS:

[HTTP://FARSITE.HILL.AF.MIL/VFNAPSA.HTM](http://FARSITE.HILL.AF.MIL/VFNAPSA.HTM)

THE FOLLOWING FAR AND DFARS CLAUSES APPLY:

CLAUSES INCLUDED IN APPENDIX A AS OF 11/12/18\*

SECTION B: EXHIBITS AND DOCUMENTS INCORPORATED BY REFERENCE

(I) CVN71 WORK SPECIFICATION(S) AND REFERENCES

(II) NAVSEA STANDARD ITEMS (AS NOTED ON THE PO)

USE THE FOLLOWING LINK FOR DOCUMENT ACCESS:

[HTTPS://WWW.NAVSEA.NAVY.MIL/HOME/RMC/CNRMC/OUR-PROGRAMS/SSRAC/](https://WWW.NAVSEA.NAVY.MIL/HOME/RMC/CNRMC/OUR-PROGRAMS/SSRAC/)

SECTION C: PRIME CONTRACT NUMBER

U.S. NAVY CONTRACT N00024-18-D-4345

IF INDICATED ON THE PO, SUPPLIER IS REQUIRED TO FOLLOW THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATION SYSTEM (15 CFR PART 700) AND OTHER APPLICABLE REGULATIONS FOR OBTAINING CONTROLLED MATERIALS AND OTHER PRODUCTS AND MATERIALS NEEDED TO FILL THIS ORDER.

SECTION F: ADMISSION & SECURITY REQUIREMENTS

PERSONNEL ACCESS REQUEST TO NORTH ISLAND AND SHIP SHALL BE SUBMITTED TO PACSHIP ONE WEEK PRIOR TO AVAILABILITY START DATE.

ALL EMPLOYEES AND COMPANY REPRESENTATIVES MUST ADHERE TO THE HUNTINGTON INGALLS INDUSTRIES, NEWPORT NEWS SHIPBUILDING LOCAL ACCESS PROCEDURE IN YOUR POSSESSION. UPON REQUEST, SELLER SHALL PROVIDE A COPY OF THE LATEST ACCESS CONTROL PROCEDURE, HIGHLIGHTING THE STEPS TAKEN TO PRECLUDE ACCESS BY NON-U.S. CITIZENS TO SHOP AREAS WORKING CVN COMPONENTS.

REFERENCE THE FOLLOWING LINKS: DBIDS POLICY, SECNAV5512-1  
[HTTP://WWW.SWRMC.NAVY.MIL/VISITORS.HTML](http://www.swrmc.navy.mil/visitors.html)

SECTION G: REPRESENTATIONS AND CERTIFICATIONS

AS OF THE TIME OF AWARD OF THE PURCHASE ORDER, SELLER REPRESENTS AND WARRANTS THAT: (I) UPON REQUEST, SELLER WILL SUBMIT TO PURCHASER ANNUAL CERTIFICATIONS AND REPRESENTATIONS; (II) ANY PROVIDED SELLER'S CERTIFICATIONS AND REPRESENTATIONS ARE CURRENT, ACCURATE AND COMPLETE AT THE TIME OF SUBMITTAL; AND (III) THAT SELLER HAS NOT BEEN DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT.

SECTION H: NAVAL NUCLEAR PROPULSION INFORMATION (NNPI)

CONTRACT CLAUSE FOR PROTECTION OF NAVY NUCLEAR PROPULSION INFORMATION

DURING THE PERFORMANCE OF THIS CONTRACT NAVAL NUCLEAR PROPULSION INFORMATION (NNPI) MAY BE DEVELOPED OR USED. NAVAL NUCLEAR PROPULSION INFORMATION IS DEFINED AS THAT INFORMATION AND/OR HARDWARE CONCERNING THE DESIGN, ARRANGEMENT, DEVELOPMENT, MANUFACTURING, TESTING, OPERATION, ADMINISTRATION, TRAINING, MAINTENANCE, AND REPAIR OF THE PROPULSION PLANTS OF NAVAL

NUCLEAR POWERED SHIPS INCLUDING THE ASSOCIATED SHIPBOARD AND SHORE-BASED NUCLEAR SUPPORT FACILITIES. APPROPRIATE SAFEGUARDS MUST BE IMPLEMENTED BY THE SUPPLIER FOR THE SAFEGUARDING FROM ACTUAL, POTENTIAL OR INADVERTENT RELEASE BY THE CONTRACTOR, OR ANY SUBCONTRACTOR, OF ANY NAVAL NUCLEAR PROPULSION INFORMATION IN ANY FORM, CLASSIFIED OR UNCLASSIFIED. SUCH SAFEGUARDS SHALL ENSURE THAT ONLY GOVERNMENTAL AND CONTRACTOR PARTIES, INCLUDING SUBCONTRACTORS THAT HAVE AN ESTABLISHED NEED-TO-KNOW, HAVE ACCESS IN ORDER TO PERFORM WORK UNDER THIS CONTRACT, AND THEN ONLY UNDER CONDITIONS WHICH ASSURE THAT THE INFORMATION IS PROPERLY PROTECTED. ACCESS BY FOREIGN NATIONALS OR IMMIGRANT ALIENS IS NOT PERMITTED. A FOREIGN NATIONAL OR IMMIGRANT ALIEN IS DEFINED AS A PERSON NOT A UNITED STATES CITIZEN OR A UNITED STATES NATIONAL. UNITED STATES CITIZENS REPRESENTING A FOREIGN GOVERNMENT, FOREIGN PRIVATE INTERESTS OR OTHER FOREIGN NATIONALS, ARE CONSIDERED TO BE FOREIGN NATIONALS FOR INDUSTRIAL SECURITY PURPOSES AND THE PURPOSE OF THIS RESTRICTION. IN ADDITION, ANY AND ALL ISSUE OR RELEASE OF SUCH INFORMATION BEYOND SUCH NECESSARY PARTIES, WHETHER OR NOT ORDERED THROUGH AN ADMINISTRATIVE OR JUDICIAL TRIBUNAL, SHALL BE BROUGHT TO THE ATTENTION OF NNS. NNS SHALL BE IMMEDIATELY NOTIFIED OF ANY LITIGATION, SUBPOENAS, OR REQUESTS WHICH EITHER SEEK OR MAY RESULT IN THE RELEASE OF NAVAL NUCLEAR PROPULSION INFORMATION. IN THE EVENT THAT A COURT OR ADMINISTRATIVE ORDER MAKES IMMEDIATE REVIEW BY NNS IMPRACTICAL, THE CONTRACTOR AGREES TO TAKE ALL NECESSARY STEPS TO NOTIFY THE COURT OR ADMINISTRATIVE BODY OF THE NAVY'S INTEREST IN CONTROLLING THE RELEASE OF SUCH INFORMATION THROUGH REVIEW AND CONCURRENCE IN ANY RELEASE. NNS RESERVES THE RIGHT TO AUDIT CONTRACTOR FACILITIES FOR COMPLIANCE WITH THE ABOVE RESTRICTIONS.

EXCEPTIONS TO THESE REQUIREMENTS MAY ONLY BE OBTAINED WITH PRIOR APPROVAL FROM THE COMMANDER, NAVAL SEA SYSTEMS COMMAND (CONTACT SEA 09T3) THROUGH NNS. NAVAL NUCLEAR PROPULSION INFORMATION RECEIVED OR GENERATED UNDER THIS CONTRACT SHALL BE RETURNED TO NNS UPON COMPLETION OF THIS CONTRACT OR DESTROYED IN ACCORDANCE WITH SECURITY MANUAL DOD 5220.22-M REQUIREMENTS FOR CLASSIFIED DATA.

#### SECTION K: TRAVEL COSTS

(A) SELLER SHALL NOT CHARGE, AND BUYER SHALL NOT PAY, AS AN ALLOWABLE COST UNDER THIS PURCHASE ORDER, ANY MANHOUR COSTS (WHETHER STRAIGHT-TIME OR OVERTIME) FOR SELLER PERSONNEL OR SUBCONTRACTOR PERSONNEL TRAVELING TO OR FROM WORKSITES, INCLUDING TRAVEL TO WORKSITES OTHER THAN SELLER'S FACILITY FOR PERFORMANCE OF PURCHASE ORDER WORK.

(B) WORKERS BEING PAID UNDER THIS PURCHASE ORDER, AS SELLER PERSONNEL OR SUBCONTRACTOR PERSONNEL, WILL COMPLETE A FULL SHIFT AT THE WORKSITE, AND NO COMPENSATION WILL BE PAID FOR TRAVEL TIME BEFORE OR AFTER THE SHIFT.

(C) THIS REQUIREMENT PERTAINS ONLY TO PAYMENTS FOR TRAVEL TIME BEFORE OR AFTER THESE WORKERS' REGULAR SHIFTS, AND DOES NOT APPLY TO LEGITIMATE TRAVEL COSTS INCURRED DURING NORMAL WORKING HOURS, PROVIDED THAT THOSE COSTS ARE OTHERWISE REASONABLE, ALLOCABLE AND ALLOWABLE. THIS REQUIREMENT DOES NOT APPLY TO MANUFACTURER'S REPRESENTATIVES OR ORIGINAL EQUIPMENT MANUFACTURER (OEM) REPRESENTATIVES WHEN SPECIFICALLY REQUIRED BY BUYER OR BUYER'S CUSTOMER'S WORK SPECIFICATIONS.

(D) ADDITIONALLY, SELLER SHALL NOT CHARGE, AND BUYER SHALL NOT PAY, ANY TRANSPORTATION COSTS UNDER THIS PURCHASE ORDER ASSOCIATED WITH TRANSPORTING SELLER OR SUBCONTRACTOR PERSONNEL BETWEEN SELLER'S FACILITY (OR SUBCONTRACTOR'S FACILITY), AND ANY OTHER WORKSITE TO PERFORM PLANNED INCREMENTAL AVAILABILITIES (PIAS), CIA'S, POM'S, PSA'S, SRA'S, NON-SCHEDULED AVAILABILITIES OR UPKEEPS ((E.G. CONTINUOUS MAINTENANCE AND EMERGENT MAINTENANCE). TRANSPORTATION COSTS INCLUDE, BUT ARE NOT LIMITED TO, BUS FARE, CAR FARE, TRAIN FARE, OR BOAT FARE, PAID BY THE WORK FORCE, OR PAID BY SELLER ON BEHALF OF THE WORK FORCE.

#### SECTION L: SHIFT WORK TIMES

WORK SCHEDULE VARIES BASED ON IN AIRCRAFT CARRIER AVAILABILITY. SOME WORK MAY BE PERFORMED ON NAS-NI OFF SHIFTS, WEEKENDS, OR HOLIDAYS AS REQUIRED BY NNS. ALL WORK WILL BE PERFORMED AS DIRECTED BY NNS DEPARTMENT SUPERVISION. COORDINATION WITH PACHIP AND NNS PROGRAM MANAGEMENT AND PLANNING DEPARTMENT FOR NORMAL SHIFT SCHEDULE WILL BE REQUIRED.

#### SECTION M: PERIOD OF PERFORMANCE

THE SHIPS AVAILABILITY WILL BE IDENTIFIED ON THE PURCHASE ORDER. PERIOD OF PERFORMANCE OF THE SUBCONTRACT, IF DIFFERENT, WILL BE SUBJECT TO COORDINATION WITH PURCHASERS WORK AND THAT OF OTHER SUBCONTRACTORS.

#### SECTION N: SCOPE / STATEMENT OF WORK

(I) PROVIDE SERVICES / MATERIAL AS DEFINED IN THE STATEMENT OF WORK AS AUTHORIZED BY THE PURCHASER IN ACCORDANCE WITH THE TERMS OF THIS PURCHASE ORDER. EXCEPT AS SPECIFICALLY IDENTIFIED

HEREIN, SELLER SHALL PROVIDE ALL SERVICES, EQUIPMENT, LABOR, MATERIAL AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS DESCRIBED UNDER EACH PURCHASE ORDER.

(II) FOR UNDEFINED WORK SCOPE: WORK SCOPE DETAILED IN THIS PURCHASE ORDER IS BASED ON INFORMATION CURRENTLY AVAILABLE. DIFFICULTY AND INTERFERENCES OF JOB-SCOPE AREA MUST BE VERIFIED AND OBSERVED BY SELLER. SELLER MUST ARRANGE FOR AND CONDUCT PRE-BID INSPECTIONS OF THE VESSEL OR VESSEL OF THE SAME CLASS IN QUESTION SO THEY ARE FAMILIAR WITH THE WORK AREAS.

(V) SELLER SHALL COORDINATE AND EXECUTE WORK IN ACCORDANCE WITH 4E SPECIFICATION, DRAWINGS, ASSUMPTIONS, AND DOCUMENTATION AS PROVIDED BY PURCHASER.

(VI) PURCHASER WILL NOT BE RESPONSIBLE FOR VARIATIONS IN ACTUAL WORK FROM THE SELLER PROVIDED ESTIMATES. NO PRICE INCREASES WILL BE GIVEN TO SELLER FOR ANY VARIATIONS IN QUANTITY, DIFFICULTY OR INTERFERENCES IN AREAS TO BE WORKED.

(VIII) FROM TIME TO TIME PURCHASER MAY REQUIRE ACCESS TO THAT PART OF THE SHIP WHEREIN SELLER IS WORKING. PURCHASER AGREES TO TAKE ALL REASONABLE STEPS TO MINIMIZE THE IMPACT ON SELLER'S WORK. HOWEVER, SHOULD SELLER BE DELAYED BY PURCHASER'S ACTION OR ANY OTHER ACTION BEYOND SELLER'S CONTROL, THEN IT IS EXPRESSLY AGREED THAT, REGARDLESS OF ANY OTHER PROVISION OF THIS PURCHASE ORDER, SELLER'S REMEDY FOR SAID DELAY SHALL BE DETERMINED BY NEGOTIATIONS WITH THE PURCHASER FOR TIME EXTENSION, IF AVAILABLE, OR OVERTIME, ADDITIONAL EMPLOYEES OR A RECOVERY PLAN ACCEPTABLE TO BOTH PURCHASER AND SELLER.

(IX) GROWTH AND INTERFERENCES:  
PRIOR TO PERFORMANCE OF ANY WORK CONSIDERED OR CONDITION FOUND BY THE SUBCONTRACTOR TO BE BEYOND THE WORK SCOPE OF THIS PURCHASE ORDER THE PACSHIP REPRESENTATIVE MUST RECEIVE IN WRITING, A SUBCONTRACTOR CONDITION FOUND REPORT (CFR) TO DETERMINE ENTITLEMENT. WHEN REQUESTED, THE SUBCONTRACTOR SHALL PROVIDE AN ESTIMATE OF THE COST THE CONDITION FOUND OR WORK TO BE PERFORMED AND IS NOT TO ACCOMPLISH THE WORK UNTIL PACSHIP HAS AUTHORIZED THE WORK IN WRITING. NO CLAIMS FOR DELAY AND DISRUPTION WHILE PROCESSING CFRS WILL BE PERMITTED. IT IS EXPRESSLY PROVIDED THAT ANY WORK PERFORMED WITHOUT PRIOR AUTHORIZATION FROM PACSHIP'S PROCUREMENT OFFICE IS AT THE SUBCONTRACTOR'S OWN RISK.

(X) DEPARTURES FROM REQUIREMENTS:  
IT IS IMPERATIVE THAT THE PURCHASER BE ADVISED OF AND APPROVE OF

ANY DEPARTURE FROM THE SPECIFICATION(S), PURCHASE ORDER AND OR REFERENCED DRAWING(S). ALL SUCH REQUESTS ARE TO BE MADE VIA A CONDITION FOUND REPORT (CFR). THIS INCLUDES PRODUCTS, COLORS, SPECIFICATION, SIZE, AND NON-COMPLIANCE WITH DRAWING OR WORK ITEM SPECIFICATION REQUIREMENTS, ETC.

(XI) ALL REWORK AND REPAIR WHICH IS THE RESPONSIBILITY OF THE SUBCONTRACTOR SHALL BE PROMPTLY PERFORMED WITHOUT COST TO THE PURCHASER. IF WORK UNDER THIS PURCHASE ORDER IS DAMAGED BY OTHER THAN THE SUBCONTRACTOR, THE SUBCONTRACTOR AGREES TO PROMPTLY CORRECT ANY SUCH DAMAGE BY REPLACEMENT OF MATERIAL. THIS IS CONSIDERED GROWTH WORK. ALL REWORK AND REPAIR WILL BE DOCUMENTED AND APPROVED BY THE PACSHIP REPRESENTATIVE PRIOR TO THE START OF WORK.

(XII) BASIS OF ESTIMATE (BOE) :

ALL SUBMITTED PROPOSALS MUST BE SUPPORTED BY A ESTIMATE (BOE) AND SHOULD BE AVAILABLE TO SWRMC IF REQUESTED. THIS INFORMATION SHOULD BE CLEARLY STATED TO SUPPORT THE BELOW QUESTIONS:

WHAT IS BEING ESTIMATED (WHAT, WHERE, WHEN AND HOW)?

HOW IS IT BEING ESTIMATED?

WHAT EMPIRICAL DATA WAS USED TO DERIVE ESTIMATE?

WHY IS THE ESTIMATE REASONABLE?

#### SECTION O: DELIVERABLES

DELIVERABLES FOR THIS EFFORT SHALL BE AS DEFINED AT THE WORK ITEM LEVEL. WORK ITEMS ASSIGNED / AWARDED WILL BE REFERENCED ON THIS PURCHASE ORDER AND WILL BE CONTRACTUALLY BINDING.

ALL DRAWINGS, PROCEDURES, MANUALS, FORMS, TEST REPORTS, SOFTWARE (INCLUDING SOFTWARE DOCUMENTATION) AND OTHER DATA THAT IS REQUIRED TO BE DELIVERED UNDER THIS ORDER ("SELLER DATA") SHALL COMPLY WITH THE TERMS OF THIS ORDER. SELLER DATA SHALL BE DELIVERED TO BUYER ON OR BEFORE THE TIME SPECIFIED IN THIS ORDER, OR IF NO TIME IS SPECIFIED, 45 DAYS AFTER RECEIPT OF THIS ORDER. BUYER MAY WITHHOLD PAYMENT IF SELLER FAILS TO DELIVER ANY SELLER DATA IN ACCORDANCE WITH THE TERMS OF THIS ORDER. WHEN FURNISHED WITH THE SHIPMENT, SELLER SHALL ENCLOSE ALL REQUIRED SELLER DATA IN THE FIRST BOX OF THE SHIPMENT AND MARK THE SHIPMENT, CERTIFICATES AND/OR TEST REPORTS ENCLOSED.

ALL UNCLASSIFIED DATA SHALL BE PREPARED FOR SHIPMENT IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE.



CLASSIFIED REPORTS, DATA, AND DOCUMENTATION SHALL BE PREPARED FOR SHIPMENT IN ACCORDANCE WITH NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DOD 5220.22-M DATED FEBRUARY 28, 2006 AND, WHEN APPLICABLE, NISPOM SUPPLEMENT 1 DATED FEBRUARY 1995.

WHEN APPLICABLE:

PROVISIONING TECHNICAL DOCUMENTATION - PURCHASER MAY ACCEPT, CONDITIONALLY ACCEPT, OR REJECT THE PROVISIONING TECHNICAL DOCUMENTATION (PTD) WITHIN SIXTY DAYS AFTER ITS DELIVERY, OR AS OTHERWISE SPECIFIED IN THIS PURCHASE ORDER. A NOTICE OF CONDITIONAL ACCEPTANCE SHALL STATE ANY CORRECTIVE ACTION REQUIRED BY SELLER. IF PTD IS REJECTED, SELLER MAY BE REQUIRED, AT THE OPTION OF PURCHASER, TO CORRECT ANY OR ALL OF THE PTD. SELLER SHALL MAKE ANY NECESSARY CHANGES, MODIFICATIONS OR CORRECTIONS TO THE PTD. PURCHASER SHALL TAKE ACTION ON THE CORRECTED PTD WITHIN THE TIME LIMIT SPECIFIED ABOVE. PURCHASER ACTION UNDER THIS REQUIREMENT SHALL NOT AFFECT OR LIMIT ANY OTHER RIGHTS IT MAY HAVE UNDER THIS PURCHASE ORDER.

#### SECTION P: DELIVERY

DELIVERY INFO TO BE PROVIDED BY THE PURCHASER, AS APPLICABLE.

#### SECTION R: CHANGES

AUTHORIZED AGENTS TO MAKE CHANGES TO THIS PURCHASE ORDER: ONLY PURCHASER'S CONTRACT ADMINISTRATION PERSONNEL ARE AUTHORIZED TO MODIFY OF MAKE CHANGES TO THE REQUIREMENTS OF THIS PURCHASE ORDER CONTRACT. AUTHORIZED CHANGES WILL BE COMMUNICATED TO THE SUPPLIER IN WRITING AND WILL BE DOCUMENTED BY A WRITTEN CHANGE TO THE PURCHASE ORDER CONTRACT. IF SELLER BELIEVES THAT ANY COMMUNICATIONS OR DIRECTION HAS BEEN RECEIVED FROM ANY OTHER PERSON, INCLUDING PURCHASER'S TECHNICAL REPRESENTATIVES, REPRESENTATIVES OF NAVSEA, OR ANY OTHER NAVY ORGANIZATION, OR ANY COMPANY THAT WOULD REQUIRE A CHANGE IN SELLERS PERFORMANCE OR PRICING AS DEFINED UNDER THIS PURCHASE ORDER CONTRACT, SELLER SHALL IMMEDIATELY NOTIFY THE ABOVE NAMED SUPPLY CHAIN REPRESENTATIVE OF SUCH COMMUNICATIONS OR DIRECTION WITHIN TEN (10) WORKING DAYS AND REQUEST RESOLUTION. SELLER SHALL NOT START PERFORMANCE OF ANY CHANGE WORK THAT IS NOT AUTHORIZED IN ACCORDANCE WITH THE ABOVE PARAGRAPH, AND IF SELLER DOES START UNAUTHORIZED CHANGE WORK, SELLER DOES SO ENTIRELY AT ITS OWN RISK.

## SECTION U: TRAVEL

## TRAVEL / REIMBURSEMENT

ALL TRAVEL IS STRICTLY CONTROLLED AND IS SUBJECT TO PURCHASERS PRIOR APPROVAL. THE SELLER, IN REQUESTING PRIOR PURCHASER APPROVAL, SHALL FULLY DISCLOSE ALL FACTS REGARDING THE PROPOSED TRIP, INCLUDING: THE EMPLOYEE INVOLVED, THE PURPOSE AND DESTINATION, THE DATES, AND THE PROPOSED MODE OF TRANSPORTATION.

ALL TRAVEL EXPENSES (INCLUDING TRAVEL TO PURCHASERS FACILITY) SHALL BE INVOICED AT ACTUAL COST NOT TO EXCEED THE ESTABLISHED GOVERNMENT PER DIEM RATES. THE PURCHASER SHALL NOT BE RESPONSIBLE FOR ANY TRAVEL OR TRAVEL RELATED EXPENSES UNLESS THE SELLER IS AUTHORIZED IN WRITING BY AN AUTHORIZED PURCHASER REPRESENTATIVE PRIOR TO THE DATE OF TRAVEL.

TRAVEL COSTS ARE NOT FEE-BEARING COSTS UNDER THIS CONTRACT. TRAVEL SHALL BE FUNDED UNDER A SEPARATE SLIN UNDER EACH CLIN. ALL ESTIMATED AND INCURRED TRAVEL COSTS SHALL BE IN ACCORDANCE WITH FAR 31.205-46.

SECTION V: HEALTH/SAFETY/ENVIRONMENTAL REQUIREMENTS

WHILE PERFORMING WORK UNDER THIS CONTRACT, THE SELLERS EMPLOYEES, SUBCONTRACTORS, AND AGENTS SHALL COMPLY WITH HII-NNS'S PERSONAL SAFETY EQUIPMENT REQUIREMENTS CONTAINED IN HII-NNS'S HANDBOOK SAFETY SENSE-RULES FOR VENDORS AND CONTRACTORS, AND SUCH OTHER REASONABLE SAFETY AND SECURITY REGULATIONS THAT THE PURCHASER SHOULD ISSUE DURING SELLERS PERFORMANCE OF THIS PURCHASE ORDER. SELLER WILL ALSO COMPLY WITH ALL SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS SET FORTH BY OSHA, AND ANY OTHER LOCAL, STATE OR FEDERAL REGULATORY BODY. SELLER'S EMPLOYEES, SUBCONTRACTORS, AND AGENTS SHALL WEAR STEEL TOE SHOES, EYE AND EAR PROTECTION, HARD HATS, OR OTHER SPECIFIED PERSONAL SAFETY EQUIPMENT REASONABLY REQUIRED UNDER OSHA STANDARDS WHEN WORKING IN ALL PRODUCTION AREAS.

ATTENTION OF THE SELLER IS DIRECTED TO THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (29 USC 651-678), AND TO THE SAFETY AND HEALTH REGULATIONS FOR SHIP REPAIRING (29 CFR 1915), PROMULGATED UNDER PUBLIC LAW 85-742, AMENDING SECTION 41 OF THE LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT (33 USC 941), AND ADOPTED BY THE DEPARTMENT OF LABOR AS OCCUPATIONAL SAFETY OR HEALTH STANDARDS UNDER SECTION 6(A) OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (SEE 29 CFR 1910.15). THESE REGULATIONS APPLY TO ALL SHIP REPAIR AND RELATED WORK, AS

DEFINED IN THE REGULATIONS PERFORMED UNDER THIS CONTRACT ON THE NAVIGABLE WATERS OF THE UNITED STATES INCLUDING ANY DRY DOCK AND MARINE RAILWAY. NOTHING CONTAINED IN THIS CONTRACT SHALL BE CONSTRUED AS RELIEVING THE CONTRACTOR FROM ANY OBLIGATIONS, WHICH IT MAY HAVE FOR COMPLIANCE WITH THE AFORESAID REGULATIONS.

SPECIFIED REGULATIONS:

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)  
THE SELLER SHALL, WITHOUT ADDITIONAL EXPENSE TO THE GOVERNMENT, PACSHIP, OR HII-NNS, BE RESPONSIBLE FOR OBTAINING ANY NECESSARY LICENSES AND PERMITS, AND FOR COMPLYING WITH ANY APPLICABLE FEDERAL, STATE, AND MUNICIPAL LAWS, CODES, AND REGULATIONS, IN CONNECTION WITH ANY MOVEMENT OVER THE PUBLIC HIGHWAYS OF OVERWEIGHT/OVERDIMENSIONAL MATERIALS.

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)  
MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED OR COME IN DIRECT CONTACT WITH HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT.

USE OF BLACK OXIDE COATED THREADED FASTENERS (BOCTFS)  
DUE TO SAFETY CONCERNS, USE OF BOCTFS IS NOT AUTHORIZED WHEN INSTALLING OR REPLACING THREADED FASTENERS IN THE ACCOMPLISHMENT OF ANY WORK REQUIRED BY ANY WORK ITEM IN THIS CONTRACT.

SECTION W: CITIZENSHIP

ALL PERSONNEL PROVIDING SERVICES TO THE BUYER MUST BE A CITIZEN OF THE UNITED STATES OF AMERICA.

SECTION X: SUBCONTRACTING OF WORK

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS PURCHASE ORDER, SELLER SHALL NOT SUBCONTRACT ANY PART OF THE WORK UNDER THIS PURCHASE ORDER WITHOUT PURCHASER'S PRIOR WRITTEN CONSENT. SELLER SHALL INCLUDE IN ANY PURCHASE ORDERS WITH SUBCONTRACTORS ALL OF THE REQUIREMENTS OF THIS PURCHASE ORDER. SELLER SHALL HAVE SOLE RESPONSIBILITY FOR MONITORING ITS SUBCONTRACTORS TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THIS PURCHASE ORDER AS FLOWED DOWN BY SELLER IN ITS SUBCONTRACTS.

PURCHASER WILL NOT PERMIT THE "TIERING" OF PROFIT OR FEE ON ANY SUBCONTRACT (INCLUDING LARGE OR SMALL BUSINESS). PURCHASER WILL NOT PERMIT ANY "PROFIT-ON-PROFIT" OR "FEE-ON-FEE" ON ANY SUBCONTRACT (INCLUDING LARGE OR SMALL BUSINESS). THE ONLY EXCEPTION TO THIS REQUIREMENT IS A FIXED PRICE SUBCONTRACT

AWARDED ON THE BASIS OF ADEQUATE PRICE COMPETITION AS DEFINED IN FAR 15.403-1(C) (1) AND FOR WHICH CERTIFIED COST AND PRICING DATA WERE NOT REQUIRED.

SECTION Z: Proprietary Information

SELLER AGREES: (I) TO HOLD PURCHASER'S PROPRIETARY INFORMATION IN CONFIDENCE AND TO PROTECT IT FROM RELEASE TO THIRD PARTIES; (II) TO DISCLOSE PURCHASER'S PROPRIETARY INFORMATION ONLY TO SELLER'S EMPLOYEES WHO HAVE A NEED-TO-KNOW AND ONLY AFTER THEY HAVE BEEN MADE AWARE OF THE PROPRIETARY NATURE OF THE INFORMATION; AND (III) TO USE SUCH PROPRIETARY INFORMATION SOLELY FOR THE PURPOSES OF PERFORMING THIS PURCHASE ORDER. THE RESTRICTION ON RELEASE TO THIRD PARTIES CONTAINED IN THIS PARAGRAPH WILL NOT APPLY TO RELEASE BY THE SELLER TO SUBCONTRACTORS THAT SELLER USES IN PERFORMING THIS PURCHASE ORDER PROVIDED THE SELLER INCLUDES IN SUCH SUBCONTRACTS A PROVISION SUBSTANTIALLY THE SAME AS THIS PARAGRAPH. IN THE ABSENCE OF AN APPROPRIATE WRITTEN AGREEMENT TO THE CONTRARY, AND NOTWITHSTANDING ANY MARKINGS, NO INFORMATION FURNISHED TO PURCHASER (WHETHER DOCUMENTARY, ORAL, VISUAL OR OTHERWISE) SHALL BE CONSIDERED CONFIDENTIAL OR PROPRIETARY OR REQUIRE ANY PARTICULAR HANDLING OR PRECAUTION OR HAVE ANY RESTRICTION ON USE.

SECTION AA: COMMUNICATIONS

ALL COMMUNICATION SHALL BE THROUGH PACSHIP.

SECTION AB: QUALITY

SUPPLIER QUALITY ASSURANCE PERSONNEL (QA):  
EACH SUPPLIER PERFORMING WORK SHALL PROVIDE A FULLY QUALIFIED INDIVIDUAL ON SITE, AS NECESSARY, FOR THE EXPRESS PURPOSE OF PERFORMING A QUALITY ASSURANCE FUNCTION AND ASSURING THAT ALL INSPECTION REQUIREMENTS OF 009-04, STANDARD ITEMS, AND ALL REGULATORY BODY STANDARDS.

QUALITY SYSTEM

SELLER SHALL AT ALL TIMES BE RESPONSIBLE FOR THE QUALITY OF ITS WORK AND COMPLY WITH THE REQUIREMENTS OF APPENDIX Q AND MIL-Q-9858A OR ANSI/ASQC Q9001 (LATEST REVISION), QUALITY PROGRAM REQUIREMENTS. A COPY OF YOUR CURRENT QUALITY MANUAL SHALL BE FORWARDED FOR REVIEW. YOUR PLACE OF BUSINESS MAY BE SURVEYED TO EVALUATE THE ADEQUACY OF YOUR QUALITY SYSTEM.

SECTION AC: EXPORT RELATED REQUIREMENTS

EXPORT RELATED REQUIREMENTS: (I) EXPORT COMPLIANCE. SELLER IS ADVISED THAT ITS PERFORMANCE OF THIS PURCHASE ORDER MAY INVOLVE THE USE OF OR ACCESS TO ARTICLES, TECHNICAL DATA OR SOFTWARE THAT IS SUBJECT TO EXPORT CONTROLS UNDER 22 UNITED STATES CODE 2751 - 2796 (ARMS EXPORT CONTROL ACT) AND 22 CODE OF FEDERAL REGULATIONS 120-130 (INTERNATIONAL TRAFFIC IN ARMS REGULATIONS) OR 50 UNITED STATES CODE 2401 - 2420 (EXPORT ADMINISTRATION ACT) AND 15 CODE OF FEDERAL REGULATIONS 768 - 799 (EXPORT ADMINISTRATION REGULATIONS) AND THEIR SUCCESSOR AND SUPPLEMENTAL LAWS AND REGULATIONS (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "EXPORT LAWS AND REGULATIONS"). SELLER REPRESENTS AND WARRANTS THAT IT IS EITHER 1) A U.S. PERSON AS THAT TERM IS DEFINED IN THE EXPORT LAWS AND REGULATIONS, OR 2) THAT IT HAS DISCLOSED TO PURCHASER'S REPRESENTATIVE IN WRITING THE COUNTRY IN WHICH IT IS INCORPORATED OR OTHERWISE ORGANIZED TO DO BUSINESS, OR IF A NATURAL PERSON, ALL CITIZENSHIPS AND U.S. IMMIGRATION STATUS. SELLER SHALL COMPLY WITH ANY AND ALL EXPORT LAWS AND REGULATIONS, AND ANY LICENSE(S) ISSUED THEREUNDER. (II) FOREIGN PERSONNEL. SELLER SHALL NOT GIVE ANY FOREIGN PERSON ACCESS TO TECHNICAL DATA, SOFTWARE OR DEFENSE ARTICLES, OR PROVIDE AN UNAUTHORIZED DEFENSE SERVICE AS THOSE TERMS ARE DEFINED IN THE APPLICABLE EXPORT LAWS AND REGULATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF PURCHASER. ANY REQUEST FOR SUCH CONSENT MUST STATE THE INTENDED RECIPIENT'S CITIZENSHIP(S), AND STATUS UNDER 8 U.S.C. 1101 AND 8 U.S.C. 1324 (THE "IMMIGRATION AND NATURALIZATION ACT"), AND SUCH OTHER INFORMATION AS PURCHASER MAY REASONABLY REQUEST. NO CONSENT GRANTED BY PURCHASER IN RESPONSE TO SELLER'S REQUEST HEREUNDER SHALL RELIEVE SELLER OF ITS OBLIGATIONS TO COMPLY WITH THE PROVISIONS OF (I) ABOVE OR THE EXPORT LAWS AND REGULATIONS, NOR SHALL ANY SUCH CONSENT CONSTITUTE A WAIVER OF THE REQUIREMENTS OF (I) ABOVE, NOR CONSTITUTE CONSENT FOR SELLER TO VIOLATE ANY PROVISION OF THE EXPORT LAWS AND REGULATIONS. (III) INDEMNIFICATION. SELLER SHALL INDEMNIFY AND SAVE HARMLESS PURCHASER FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, PENALTIES, FINES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF CLAIMS, SUIT, ALLEGATIONS OR CHARGES OF SELLER'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH AND BREACH OF THE WARRANTY SET FORTH IN (I) ABOVE. ANY FAILURE OF SELLER TO COMPLY WITH THE REQUIREMENTS OR ANY BREACH OF THE WARRANTY CONTAINED IN THIS PARAGRAPH SHALL BE A MATERIAL BREACH OF THIS PURCHASE ORDER. (IV) MARKING REQUIREMENTS. SELLER SHALL PLACE THE FOLLOWING STATEMENT ON DOCUMENTS CONTAINING DEFENSE TECHNICAL DATA THAT IS CONTROLLED BY THE ARMS EXPORT CONTROL ACT: "WARNING - THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE

22, U.S.C. SEC. 2751, ET SEQ.) OR THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED, TITLE 50, U.S.C., APP 2401, ET SEQ. VIOLATIONS OF THESE EXPORT LAWS CAN RESULT IN SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH PROVISIONS OF OPNAVINST 5510.161. (V) SUBCONTRACTS. THE SUBSTANCE OF THIS PARAGRAPH SHALL BE INCORPORATED INTO ANY SUBCONTRACT ENTERED INTO BY THE SELLER FOR THE PERFORMANCE OF ANY PART OF THE WORK UNDER THIS PURCHASE ORDER.

SECTION AE: GOVERNMENT PROPERTY CONTROL SYSTEMS

ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(I) FOR PURPOSES OF PARAGRAPH (H) OF THE CLAUSE ENTITLED "GOVERNMENT PROPERTY" (FAR 52.245-1) IN ADDITION TO THOSE ITEMS OF PROPERTY DEFINED IN THAT CLAUSE AS GOVERNMENT PROPERTY, THE FOLLOWING SHALL ALSO BE INCLUDED WITHIN THE DEFINITION OF GOVERNMENT PROPERTY:

- (1) THE VESSEL;
- (2) THE EQUIPMENT ON THE VESSEL;
- (3) MOVABLE STORES;
- (4) CARGO; AND
- (5) OTHER MATERIAL ON THE VESSEL

(II) FOR PURPOSES OF PARAGRAPH (B) OF THE CLAUSE ENTITLED "GOVERNMENT PROPERTY", NOTWITHSTANDING ANY OTHER REQUIREMENT OF THIS CONTRACT, THE FOLLOWING SHALL NOT BE CONSIDERED GOVERNMENT PROPERTY:

- (1) THE VESSEL;
- (2) THE EQUIPMENT ON THE VESSEL;
- (3) MOVABLE STORES; AND
- (4) OTHER MATERIAL ON THE VESSEL

SECTION AF: GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(A) THE SUBCONTRACTOR SHALL PARTICIPATE IN THE APPROPRIATE INTERCHANGE OF THE GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) IN ACCORDANCE WITH GIDEP PUBLICATION 1 DATED APRIL 2008. DATA ENTERED IS RETAINED BY THE PROGRAM AND PROVIDED TO QUALIFIED PARTICIPANTS. COMPLIANCE WITH THIS REQUIREMENT SHALL NOT RELIEVE THE SUBCONTRACTOR FROM COMPLYING WITH ANY OTHER REQUIREMENT OF THE CONTRACT.

(B) THE SUBCONTRACTOR AGREES TO INSERT PARAGRAPH (A) OF THIS

REQUIREMENT IN ANY SUBCONTRACT HEREUNDER EXCEEDING \$500,000.00.

(C) GIDEP MATERIALS, SOFTWARE AND INFORMATION ARE AVAILABLE WITHOUT CHARGE FROM:

GIDEP OPERATIONS CENTER  
P.O. BOX 8000  
CORONA, CA 92878-8000  
PHONE: (951) 898-3207  
FAX: (951) 898-3250  
INTERNET: HTTP://WWW.GIDEP.ORG

SECTION AG: WARRANTY

EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

THE SELLER SHALL EXTEND TO THE PURCHAER / 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 THE PURCHASER / GOVERNMENT. THE 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 MATERIAL OR SOFTWARE. ACCEPTANCE OF THE STANDARD COMMERCIAL WARRANTY DOES NOT WAIVE THE PURCHASER'S / GOVERNMENT'S RIGHTS UNDER THE "INSPECTION" CLAUSE, NOR DOES IT LIMIT THE PURCHASER'S / GOVERNMENT'S RIGHTS WITH REGARD TO OTHER TERMS AND CONDITIONS OF THE CONTRACT. IN THE EVENT OF A CONFLICT, THE TERMS AND CONDITIONS OF THE CONTRACT SHALL TAKE PRECEDENCE OVER THE STANDARD COMMERCIAL WARRANTY.

SECTION AH: LOGISTIC SUPPORT REQUIREMENT

5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998)

(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 EQUIPMENT MANUFACTURED OTHER THAN IN THE UNITED STATES OR CANADA, THE SELLER AGREES THAT, IN ADDITION TO ANY OTHER DATA REQUIRED BY THIS CONTRACT, IT WILL FURNISH UNDER THIS CONTRACT SUFFICIENT DATA SO THAT THE REPAIR PARTS CAN BE REPRODUCED IN THE UNITED STATES OR CANADA UNLESS THE SUPPLIERS OF THE SHIP COMPONENTS OR EQUIPMENT SHALL HAVE MADE ARRANGEMENTS SATISFACTORY TO THE SELLER AND APPROVED BY THE PURCHASER 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 NUMBER OF THIS CONTRACT.

(C) IN ORDER TO SATISFY THE REQUIREMENTS OF PARAGRAPH (B), ABOVE, UNLESS THE SUPPLIER OF THE SHIP COMPONENTS OR EQUIPMENT SHALL HAVE MADE ARRANGEMENTS, SATISFACTORY TO THE SELLER AND APPROVED BY THE PURCHASER, FOR THE MANUFACTURE OF SUCH REPAIR PARTS IN THE UNITED STATES OR CANADA, THE SELLER SHALL INCLUDE IN ALL SUBCONTRACTS FOR THE PURCHASE OF SHIP COMPONENTS OR EQUIPMENT FROM FOREIGN SOURCES A CLAUSE, ACCEPTABLE TO THE PURCHASER, GRANTING TO THE UNITED STATES GOVERNMENT FOR A PERIOD OF SEVEN (7) YEARS, "GOVERNMENT PURPOSE RIGHTS" (AS DEFINED IN PARAGRAPH (A) (12) OF THE CLAUSE OF THIS CONTRACT 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 EQUIPMENT.