



3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the overshipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are f.o.b. destination and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices, Payments, and Discounts

Unless otherwise provided, terms of payment shall be Net 30 days from the later of the following:

- (a) Buyer's receipt of Seller's correct invoice,
- (b) Scheduled delivery date, or scheduled completion of performance of the Items; or
- (c) Actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO or other purchase orders between Buyer and Seller.

6. Warranty

- (a) Seller warrants that all Items shall be free from defects in material and workmanship and shall conform to applicable specifications, drawings and all other requirements of this PO. Said warranties shall run from the date of delivery of the Items to Buyer or the next higher subcontractor until delivery of the Items to the customer. If Seller is responsible for the design of the Items, Seller warrants for such period that all Items delivered under this PO shall be free from defect in design, and if Seller is responsible for designing the Items to meet specified performance requirements of Buyer, Seller warrants for such period that all such Items shall be fit and sufficient for the purposes intended by Buyer. Buyer's approval of designs furnished by Seller

shall not relieve Seller of its obligations under this warranty. Seller's warranties, together with it

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including, without limitation the Arms Export Control Act; and such compliance shall be a material requirement of this PO. Seller agrees to indemnify Buyer against any

(3) FAR 52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (Applicable to solicitations/POs that exceed \$100,000)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) Seller hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Seller shall complete and submit, with its offer, OMB standard form LLL, I24citation, , or

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- (4) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters (Applicable to solicitations/ POs in excess of \$25,000)
  - (a) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - (b) Contractor shall provide immediate written notice to Lockheed Martin if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) FAR 52.223-1 Clean Air And Water Certification (Applicable to solicitations/POs in excess of \$100,000)

Seller certifies that--

- (a) Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

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any property not owned by Buyer, nor shall any such property, or any part thereof; be or become a fixture or lose its identity as personalty by reason of affixation to any realty. All property furnished by Buyer shall be used solely in the performance of this PO or other POs issued by Buyer unless otherwise specified in writing by Buyer.

9. Special Tooling and Test Equipment

Except as may be otherwise provided for in this PO, jigs, dies, fixtures, molds, patterns, special gages, and other items of special tooling (including software) and special test equipment, shall be furnished by and at the expense of Seller. Special tooling and test equipment shall be kept in good condition by Seller and replaced as necessary by Seller, without expense to Buyer. Title to special tooling and test equipment shall remain in Seller, except that Buyer may, at any time, reimburse Seller for the cost of part or of all special tooling and test equipment, and upon payment therefor shall become the sole owner thereof. Buyer shall at all times have unrestricted access to all such tooling, equipment, and information pertinent thereto.





PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of the PO's "Changes" clause.

14. Remedies/Waiver

- (a) The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.
- (b) Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default hereof shall not be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO.

15. Assignment

Seller shall not assign any of its rights under this PO without the prior written consent of Buyer, except that claims for monies due or to become due under this PO may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Seller shall furnish Buyer with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer shall have the right to make direct settlements or adjustments in price, or both, with Seller under the terms of this PO notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

16. Reserved

17. Recission, Adjustment or Termination for Illegal or Improper Activity

- (a) In the event the Government takes action pursuant to FAR 52.203-8 entitled "Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity" to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a),

## 20. Governing Law

This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, if this PO specifies that the Items furnished hereunder are to be delivered directly to or performed at or on behalf of a specified Buyer facility, the laws, excluding choice of state law rules, of the state where Buyer's facility is located shall apply. For Items neither delivered directly to nor performed at or on behalf of a specified Buyer facility, the laws of the state of Texas, excluding choice of state law rules, shall apply.

## 21. Acceptance of Order

This PO is the entire agreement between the Buyer and Seller in respect of the subject matter of this PO and is subject to the terms and conditions herein. This PO supersedes all communications, representations or agreements, oral or written, between Buyer and Seller with respect to the subject matter of this PO. Either: (a) acknowledgment of this PO, (b) furnishing of Items under this PO, (c) acceptance of payment under this PO, or (d) commencement of performance of this PO, shall constitute Seller's unqualified acceptance of this PO. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment hereof shall be void and have no effect unless accepted in writing by Buyer.

## 22. Packing, Shipment and Shipping Instructions

- (a) Unless otherwise specified by Buyer, Seller shall assure that all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. The use of commercial practices shall not relieve Seller of responsibility for packaging in a manner that will insure receipt of Items in an acceptable condition at the destination specified in this PO.
- (b) Seller shall ensure the packaging, labeling and shipping of all HAZARDOUS SUBSTANCES including DANGEROUS MATERIALS, conforms with all applicable international, federal state and local laws and regulations.
- (c) Seller shall mark on the outside of each exterior container: (i) the PO number(s) or numbers of the Items packed in that container; (ii) the sequence and quantity of each exterior container in each shipment (such as "1 of 3"); (iii) the bill of lading/express receipt number. If shipments against more than one purchase order are packed in one exterior container, mark each intermediate container with its applicable purchase order number.
- (d) Seller shall properly describe Seller's Less than Truckload shipments in accordance with the National Motor Freight Classification to insure the correct classification rate. Include this PO number on all carrier bills of lading

and shipping labels. Combine on the same bill of lading, all shipments consigned to the same Buyer address and ship on the same day. No C.O.D. (Collect on Delivery) shipments will be received by Buyer. There shall be no deviation from these routing instructi

customer employee and Seller employee involved in or knowledgeable about such conduct; (3) the identification of any documents and the substance of any oral communication involved in such conduct; (4) the particular elements of contract performance which Seller considers to be affected by the conduct, including an estimate of any cost or schedule impact; (5) Seller's estimate of the time by which Buyer must respond to Seller's notice to minimize cost, delay or disruption of performance.

- (b) Seller shall take no action in reliance on the conduct considered to constitute a change unless and until Buyer's Authorized Representative issues a written change order covering the conduct in question.

#### 28. Change and Follow-On Proposals

Circumstances may arise during the course of performance under this PO where Buyer may request Seller to submit to Buyer technical and cost proposals relating to (1) anticipated changes or modifications to this PO prior to the implementation of the change or modification under the Changes clause of this PO, or (2) potential follow-on POs for the Items furnished hereunder. In such cases, Seller agrees to furnish to Buyer a technical and/or cost proposal as requested within thirty (30) days of the request. Seller agrees to furnish current information to Buyer in sufficient detail for Buyer to determine price reasonableness and cost realism. Information furnished by Seller shall be submitted in the manner and in the detail specified in the pricing instructions included in Buyer's request for proposal.

#### 29. Offset/Countertrade Cooperation

Buyer is currently involved in a number of foreign offset/countertrade arrangements in various foreign countries in connection with the sale of Buyer's products to foreign countries. All offset or countertrade credit value resulting from this PO shall accrue solely to the benefit of Buyer for its use on the offset/countertrade program of Buyer's choice. Seller agrees to cooperate with Buyer in the fulfillment of such foreign offset/countertrade obligations which Buyer may have undertaken or may undertake in the future. In the event Seller solicits bids, procures or offers to procure any goods or services relating to the work to be performed under this PO, Buyer shall be entitled, to the exclusion of all others, to all offset credits or other similar benefits which may result from such activity. In addition, Seller agrees to provide to Buyer, at no additional cost, a report every six months during the performance of this PO summarizing by country Seller's lower tier proposal and procurement activity related to this PO.

#### 30. Notification of Debarment/Suspension Status

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or









as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer's Certificate of Current Cost or Pricing Data, and which data Seller was given timely notice by Buyer to furnish and/or update prior to such date of Buyer's final price agreement; or 3) the Contracting Officer's rejection of Seller's or Seller's lower-tier subcontractor's claim for exception from submission of certified cost or pricing data on the basis set forth in FAR 15.403(b) or other pertinent law or regulation; or 4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause and in FAR 52.215-11, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action."

- 52.215-11 **Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)** - Applies whenever FAR 52.215-13 applies to this PO. "The Contracting Officer" means "Buyer or the Contracting Officer." "United States" and "Government" mean "Buyer."
- 52.215-12 **Subcontractor Cost or Pricing Data (OCT 1997)** - Applies if this PO exceeds \$500,000 and is not otherwise exempt from the requirement to provide cost or pricing data.
- 52.215-13 **Subcontractor Cost or Pricing Data - Modifications (OCT 1997)** - Applies if this PO exceeds \$500,000 and modifications under this PO are not exempt from the requirement to provide cost or pricing data.
- 52.215-14 **Integrity of Unit Prices (OCT 1997)** - Applies if this PO exceeds \$100,000. Paragraph (b) is deleted.
- 52.215-15 **Termination of Defined Benefit Pension Plans (OCT 1997)** - Applies if this PO meets the applicability requirements of FAR 15.408(g). "Government" means "Buyer and Government."
- 52.215-18 **Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)** - Applicable if this PO meets the applicability requirements of FAR 15.408(j). "Government" means "Buyer or the Government."
- 52.215-19 **Notification of Ownership Changes (OCT 1997)** - Applies if this PO meets the applicability requirements of FAR 15.408(k). "Contracting Officer" means "Buyer and Contracting Officer."
- 52.222-20 **Walsh Healy Public Contracts Act (DEC 1996)** - Applies if this PO exceeds \$10,000.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998)** - Applies if this PO is for \$10,000 or more.
- 52.223-2 **Clean Air and Water (APR 1984)** - Does not apply if this PO is for less than \$100,000.

- 52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)** - Applies if this PO exceeds \$100,000.
- 52.227-10 **Filing of Patent Applications - Classified Subject Matter (APR 1984)** - Applies if this PO involves classified subject matter.
- 52.228-5 **Insurance - Work on a Government Installation (JAN 1997)** - Applies if this PO involves work on a Government installation.
- 52.234-1 **Industrial Resources Developed Under Defense Production Act Title III (DEC 1994)** - "Contracting Officer" means "Buyer."
- 52.244-5 **Competition in Subcontracting (DEC 1996)**
- 52.245-17 **Special Tooling (APR 1984)** - "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in paragraph (c) where it means "Buyer." The time period set forth in paragraph (i) is changed to 180 days.
- 52.245-18 **Special Test Equipment (FEB 1993)** - "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in the third sentence of paragraph (c) where it means "Buyer." In paragraphs (b) and (c) , "30 days" is changed to "60 days."
- 52.246-23 **Limitation of Liability (FEB 1997)** - Applies to subcontract line items with a unit value less than \$100,000. In paragraph (a) the

(c) to the Changes clause shall be deemed to refer to the Changes clause of this PO.

- 52.211-5 **Material Requirements (OCT 1997) - "Contracting Officer" means "Buyer."**
- 52.211-15 **Defense Priority and Allocation Requirements (SEP 1990)**
- 52.215-21 **Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (OCT 1997) - "Contracting Officer" and "contracting office" means "Buyer."**
- 52.219-8 **Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)**
- 52.219-9 **Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JUN 1997) - Does not apply if this PO is for less than \$500,000 or if Seller is a small business concern. "Contracting Officer" means "Buyer" in paragraph (c).**
- 52.222-26 **Equal Opportunity (APR 1984) (DEVIATION) (Per DoD Class Deviation 98-00002 dated 11 FEB 98)**
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans (A**

52.244-6 **Subcontracts for Commercial Items and Commercial Components (OCT 1998)**

52.245-2 **Government Property (APR 1984) - Alternate I (APR 1984) -**  
"Contracting Officer" means "Buyer" except in paragraph (f) where it means "Buyer and Contracting Officer" "Government" means "Buyer" except in the phrases "Government property," (Government-furnished property," and in references to title to property. Alternate I applies only if Seller has and maintains a Government approved property control system. The following is added as paragraph (m) "Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system."

52.246-2 **Inspection - Fixed Price (AUG 1996) -** "Government" means "Buyer and the Government" except is paragraphs (f), (j), and (l) where it means "Buyer." "Contracting Officer" means "Buyer."

52.249-2 **Termination for Convenience (Fixed-Price) (SEP 1996) -**  
"Government" and "Contracting Officer" mean "Buyer" except in paragraph (m) where "Government" means "Buyer and the

252.209-7000 **Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)** - Applies if this PO exceeds \$100,000.

252.211-7000 **Acquisition Streamlining (DEC 1991)** - Applies if this PO exceeds \$1,000,000. "Government" means "Buyer."

252.215-7000 **Pricing Adjustments (DEC 1991)**

252.223-7002 **Safety Precautions For A**



- 252.227-7030 **Technical Data -- Withholding Of Payment (OCT 1988)** - "Government" means "Buyer or the Government" and "Contracting Officer" means "Buyer."
- 252.227-7036 **Declaration Of Technical Data Conformity (JAN 1997)** - "Government" means "Buyer or the Government" and "Contracting Officer" means "Buyer."
- 252.228-7005 **Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles (DEC 1991)** - "Administrative Contracting Officer" means "Buyer" and "Government" means "Buyer and Government."
- 252.229-7006 **Value Added Tax Exclusion ( United Kingdom ) (JUN 1997)** - Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract."
- 252.232-7006 **Reduction Or Suspension Of Contract Payments Upon Finding Of Fraud (AUG 1992)** - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller's fraud, Buyer shall suspend or reduce payments to Seller.
- 252.235-7003 **Frequency Authorization (DEC 1991) Alternate I (DEC 1991)** - Applies if this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required. "Contracting Officer" means "Buyer."
- 252.239-7000 **Protection Against Compromising Emanations (DEC 1991)** - "Contracting Officer" means "Buyer." "Government" means "Buyer and the Government" in paragraphs (c) and (d).
- 252.239-7016 **Telecommunications Security Equipment, Devices, Techniques And Services (DEC 1991)** - Applies if this PO requires securing telecommunications.
- 252.243-7002 **Requests For Equitable Adjustment (MAR 1998)** - Applies if this PO exceeds \$100,000. In paragraph (d) "Government" means "Buyer."
- 252.246-7000 **Material Inspection and Receiving Report (DEC 1991)** - Applicable if this PO requires delivery of items directly to the Government.
- 252.246-7001 **Warranty Of Data (DEC 1991)** - "Government" means "Buyer or the Government." "Contracting Officer" means "Buyer or Contracting Officer." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Buyer, or if the data is delivered to the Government, either by Buyer or Seller, the warranty period shall extend for three years after delivery to the Government."
- 252.249-7002 **Notification Of Anticipated Contract Termination Or Reduction (DEC 1996)** - Applies if this PO exceeds \$500,000. "Contracting Officer" means "Buyer." Subparagraphs (d)(1) and the first 5 words of subparagraph (d)(2) are deleted.

## II. AIR FORCE FAR SUPPLEMENT CLAUSES

The clauses listed in this part applicable to both (I) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

<u>Citation</u>	<u>Clause Name (Date)</u>
5352.223-9000	<b>Elimination Of Use Of Class I Ozone Depleting Substances (ODS) (MAY 1996)</b> - In paragraph (d) "Air Force" means "Buyer." The list in paragraph (d) is "None." In paragraph (e) "Contracting Officer" means "Buyer."
5352.223-9001	<b>Health and Safety on Government Installations (JUN 1997)</b> - Applies if this PO requires work on a Government installation. "contracting officer" means "Buyer."
5352.242-9000	<b>Contractor Access To Air Force Installations (MAY 1996)</b> - Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Buyer." In paragraph (e) "the prime contractor" means "Seller."

## IV. AIR FORCE MATERIAL COMMAND FAR SUPPLEMENT CLAUSES

The clauses listed in this part applicable to both (I) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

<u>Citation</u>	<u>Clause Name (Date)</u>
5352.223-9000	<b>Use Of Hazardous Materials In The Performance Of On-Base Contracts (AFMC) (JUL 1997)</b> - Applies if this PO requires work on a Government base. "Government" means "Buyer and/or Government."
5352.225-9002	<b>English Language Requirements (AFMC) (JUL 1997)</b>
5352.227-9000	<b>Export-Controlled Data Restrictions (AFMC) (JUL 1997)</b>
5352.228--9001	<b>Insurance Clause Implementation (AFMC) (JUL 1997)</b> - Applies if this PO contains 52.228-5.
5352.235-9003	<b>Application for Equipment Frequency Authorization (AFMC)</b> - In the second sentence "buyer at the issuing office" means "Buyer."
5352.245-9010	<b>Special Test Equipment (JUL 1997)</b>
5352.246-9000	<b>Material Inspection and Receiving Report (OMB No. 0704-0248) (AFMC) (JUL 1997)</b> - Applies if this PO requires direct shipment to the Government. The blanks in paragraph (a) are completed as follows: (1) ASC/YFK, Building 50, 2130 Fifth Street, Wright-Patterson AFB, OH 454-33-7003; (2) None; (3) ) ASC/YFMC,



Building 50, 2130 Fifth Street, Wright-Patterson AFB, OH 454-33-7003 and Defense Contract Management Command, Lockheed Martin Corporation, Lockheed Martin Aeronautical Systems, 86 South Cobb Drive, Marietta, GA 30063-0260.

5352.246-9002

**Correction Of Supplies Accepted With Deficiencies (AFMC) (JUL 1997)** - "Contracting Officer" means "Buyer." "Government" means "Buyer or Government" except in the first sentence in paragraph (b) where it means "Buyer."

5352.247-9011

**Packaging and Marking of Hazardous Material (SEP 1998)**

36. Seller Single Process Initiatives

- (a) Seller and the United States Government have agreed upon a variety of Single Process Initiative (SPI) block changes which have been incorporated into Seller's prime contracts. As of the date of this PO, the following block changes have been approved:

Block Change Number	Title
1	_____
2	_____
3	_____
4	_____
5	_____
6	_____

- (b) The above referenced block changes are incorporated by reference into this PO. In the event of a conflict between the processes and procedures established above and the process or procedure otherwise provided in this PO, the above referenced block changes shall control. The only exception to the foregoing shall be with respect to provisions of this PO, if any, which are expressly identified as an exception to this provision.

- (a) Notwithstanding anything in this PO to the contrary, the notifications and approvals previously provided during the F-22 EMD contract (F33657-91-C-0006) with respect to the Foreign Nationals or Foreign Sources clauses of the EMD PO between Buyer and Seller shall be applicable to this PO for AFMC FARS 5352.227-9000 Export-Controlled Data Restrictions.
- (b) Further, commercial items, off-the-shelf items (i.e., previously developed items) and items not on the critical (technology list are excluded from the requirements of AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

38. Furnishing Of Residual EMD Materials Or Supplies By The Government At Its Option

- (a) Buyer may at its option require Seller to use residual EMD materials or supplies in the performance of this PO. In such event, an equitable adjustment shall be negotiated.
- (b) Notwithstanding the foregoing, Seller may use in the performance of this PO Diminishing Manufacturing Sources (DMS) parts procured under the EMD prime contract as consideration has already been obtained.

39. Review Of Proprietary Data

Seller hereby grants its permission to disclose and release any data submitted hereunder marked with a limited, restricted or proprietary rights legend to a support contractor retained by the Government to review the propriety of such marking; provided that such support contractor shall be prohibited from further releasing, disclosing or otherwise using such data in accordance with a Non-Disclosure Agreement. Seller shall include this clause in all lower tier subcontracts hereunder calling for data, with the exception of lower tier subcontracts for commercial items.

#### 40. Release Of Information

Seller shall obtain approval from the Buyer 60 days prior to release of any information relating to this PO. Buyer shall in turn obtain approval from Aeronautical System Center Public Affairs Office (ASC/PA) in accordance with the prime contract. Seller shall also include this clause in any lower tier subcontract awarded as a result of this PO. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc. Authors must submit materials proposed for release to ASC/PA in the following quantities:

- (a) news releases, articles, brochures, advertisements, and professional papers - 3 copies
- (b) videos - 3 copies/transcripts - 12 copies
- (c) briefings, speeches, symposia presentations - 12 copies
- (d) photographs - 1 original and 5 legible photocopies

Seller shall include a statement indicating the project or effort depicted was or is sponsored by:

Aeronautical System Center  
Wright-Patterson AFB OH 45433-7129

#### 41. Approval To Use Special Test Equipment, Special Tooling, And Government Furnished Property Available On EMD

On a non-interference basis in the performance of PO, Seller may use and may authorize its lower tier subcontractors to use Special Tooling, Special Test Equipment and/or Government Furnished Property accountable or approved for use under POs issued by Buyer in support of the F-22 EMD program (F33657-91-C-0006).

#### 42. Deferred Delivery of Technical Data

- (a) Buyer may choose not to order the delivery of full supplier Technical Data Packages (TDPs) under PO's issued under the EMD prime contract. Buyer may choose to order the TDPs under this PO in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."
- (b) Seller and its lower tier subcontractors shall maintain the currency of their drawings and associated lists, provide access to Buyer and Government

