QUALITY ASSURANCE PROVISIONS

NSN: 00-870-4258
P/N: (99207) 4014T01G13
NOMEN: TURBINE SHROUD SECTOR
Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number 4014T01G13 "AB" OR latest revision and all details and specifications referenced therein.

I. Quality/Inspection Requirements

- ***A. MIL-I-45208 or ISO 9000 equivalent applies:***
- ***B. First Article Testing applies:***
- ***C. Mandatory Inspection applies:.***
- ***D. Production Lot Testing Applies***
- ***E. Site Survey may be required***

II. Supplemental Requirements

A. Additionally, para. 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent apply.

B. The contractor shall identify on the process/operation sheets all manufacturing sources performing processes/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article and/or Production Lot Testing without approval from the Engineering Support Activity (ESA), via the PCO.

C. The Inspection Method Sheets which list the characteristics of each item produced under the contract shall have serial number traceability to the raw material, casting, or forging. In addition, the contractor is responsible for providing completed inspection method sheets showing the actual dimensions taken

D. Markings should be in accordance with MIL-STD-130 Rev. "K" paragraph 5.3.3(a), (b),(c), and (g). Method and location shall be in accordance with the drawing.

III. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor, as follows:

A. Level of Inspection (LOI):

1) Critical Characteristics: 100% inspection shall apply.

2) Major and Minor Characteristics - LOI shall be in accordance with a sampling plan acceptable to the QAR.

B. Critical Characteristics:
CONFORMANCE TO ALL BRAZING REQUIRMENTS

C. Major and Minor Characteristics:

1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

IV. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject items will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing

FIRST ARTICLE TESTS REQUIRED (Government Testing)

I. **First Article Inspection/Test Criteria**:

The tests to be performed under the First Article approval clause of the contract are:

A. Dimensional Check 100 % of finished part
B. Form / Fit
C. Compliance with all drawings, and specifications referenced therein.
D. Review documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Articles to be delivered hereunder shall also be subjected to those tests which will demonstrate that the articles comply with contract requirements.
The contractor shall be responsible for providing necessary parts and repair of the First Article (s) during testing.
The contractor shall be responsible for providing necessary parts and repair of the First Article Sample (s) during testing.

II. **Special Instructions:**
Sample (s) may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue (RFI) condition and provided the sample(s) have inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

Notification of Shipment of Material For Government Testing:
A. Fourteen (14) days prior to shipment of First Article Sample (s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

B. Upon shipment of First Article Samples, two (2) copies of the Material Inspection and Receiving report (DD form 250), bearing the QAR's signature and indication of preliminary inspection, shall be fowarded to the PCO / ACO and the designated test facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

A. The contractor shall deliver two (2) units of lot / item 001 within 250 days from the date of this contract to the government designated facility listed below.

NAVALAIRDEPOT
ATTENTION: MS ANNIE THOMAS / CODE 3.3.2 / PSC BOX 8021
BUILDING 159 R-4
MCAS CHERRY POINT,NC.28533-5030

Marking of test sample (s) shipping container:
"FOR FIRST ARTICLE TESTING. NOT FOR RFI, DO NOT TAKE UP IN STOCK". CONTRACT NUMBER:

A. For First Article Test, the shipping documentation shall contain this contract number and the lot/item indentification. The characteristics that the First Article must meet and the testing requirements that are specified elsewhere in this contract.

B. Within 120 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons for disapproval.

If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional testing following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government.

The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

C. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

D. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor-

1) May deliver the approved First Article as part of the contract quantity if it meets all contract requirements for acceptance.

2) Shall remove and dispose of any First Article from the government test facility at the contractor's expense.

E If the Government does not act within the time specified in paragraph **B** or **C** above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

F. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.

G The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.

H. The contractor shall provide specific written notification to the procuring contractor officer informing him/her of the shipment of any articles furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to the testing activity. Failure to provide such notification shall excuse the government from any delay in performing First Article Testing and informing the contractor of the results thereof.

PRODUCTION LOT TESTING REQUIREMENTS
[WITNESSED AND ACCEPTED AT THE CONTRACTORS FACILITY]

The material produced under contract shall be accepted by the cognizant CAO/QAR upon the successful completion of these requirements.

THE PRODUCTION LOT SAMPLES SHALL BE INSPECTED AT THE CONTRACTORS FACILITY...WITNESSED AND ACCEPTED BY THE DCMA/QAR. A WRITTEN TEST REPORT SHALL BE FORWARDED TO THE CONTRACTING OFFICER. ALL 1423 REQUIREMENTS APPLY.

I. **Production Lot Test Requirements**

A. The cognizant CAO/QAR shall select two (2) item (s) at random from the production lot. In addition the QAR shall select one (1) item (s) at random from each successive lot or portion thereof.

B. Production Lot Testing to be completed during production after First Article Approval.

C. Sample (s) are to be unpainted. Corrosive areas to be coated with a light preservative.

II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:

A. Compliance with drawings and all specification referenced therein.
B. Dimensional Check

In addition to the above tests, the Production Lot Sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contract requirements.

III. **Testing location**

A. The Production Lot inspection shall be performed at the contractor's plant, by the contractor and witnessed and accepted by the DCMC/QAR. Within fifteen (15) days of completion of Production Lot Testing the CAO/QAR shall prepare and submit two (2) copies of their test report with conclusions and recommendations to the Contracting Officer All 1423 requirements apply.

B Sample(s) may be considered as production items under the contract provided sample(s) can be refurbished to ready For Issue (RFI) condition and provided sample(s) have inspection approval of the cognizant DCMC. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

PRODUCTION LOT TESTING (CONTRACTOR TESTING)

A. If the contractor fails to provide any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.

B. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.

C.For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of reinspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.

D.Nothing contained in the foregoing provisions of this clause. and no action of the government in accordance herewith, shall in any way prejudice the right of the government under the clause of this contract entitled default.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXH/ATCH NO.	C. CATEGORY:
		TDP TM OTHER

D. SYSTEM/ITEM 00-870-4258	E. CONTRACT/PR	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
5	**CERTIFICATION DATA/ REPORTS**		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80678/T3		**DEFENSE SUPPLY CENTER RICHMOND**	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT		**AS REQ**	**SEE BLOCK 16***	
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
A		**AS REQ**	**SEE BLOCK 16****	

16. REMARKS

PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5 apply

***BLOCK # 12- UPON SUBMITTAL OF FIRST ARTICLE SAMPLE (s) AND/OR PRODUCTION LOT SAMPLE (s).**

****BLOCK # 13- REPORTS SHALL BE PROVIDED FOR THE BELOW LISTED SUB-TITLES.These certifications are required at Production Lot Testing (PLT) or contract completion if testing is waived.**
CERTIFICATION REPORTS FOR PRIME (OEM) PROCESSES AND MATERIAL SPECIFICATIONS SHALL INCLUDE,
CERTIFICATION THAT ALL VENDORS PREFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED FOR THEIR SAID PROCESS

BLOCK # 5- CONTRACT REFERENCE: P/N:4014T01G13
MATERIAL SHALL CONFORM TO AMS-5754
CERTIFICATION OF BRAZING
CONFORMANCE TO NOTE 7 [HONEYCOMB STRUCTURE]

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		**1/0**	
DCMC/QAR		**1/0**	
PCO		**1/0**	
NADEP		1/0	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NAVICP-P / HUGHES	24 August 2002	NAVICP-P / HUGHES	24 August 2002

DD FORM 1423-1, AUG 96 PREVIOUS EDITION MAY BE USED

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP☐ TM☐ OTHER☐
D. SYSTEM/ITEM 00-870-4258	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
3	REQUEST FOR WAIVER		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-CMAN-80640B		DEFENSE SUPPLY CENTER	

7. DD250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT		AS REQ.	SEE BLOCK #16	
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
		AS REQ.	SEE BLOCK #16	

16. REMARKS

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
DSC		1/0	
15. TOTAL		4/0	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
4	REQUEST FOR DEVIATION		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. RE2QUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-CMAN-80641B		DEFENSE SUPPLY CENTER	

7. DD 250 REQ	9. DEST STATEMET REQUIRIED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14 DISTRIBUTION
LT		AS REQ.	SEE BLOCK #16	
8. ADP CODE		11AS OF DATE	13DATE OF SUBSEQUENT SUBMISSION	
A		AS REQ.	SEE BLOCK #16	

16. REMARKS

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
DSC		1/0	
15. TOTAL		4/0	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NAVICP-P / HUGHES	24 August 2002	NAVICP-P / HUGHES	24 August 2002

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP☐ TM☐ OTHER☐
D. SYSTEM/ITEM 00-870-4258	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
1	CERTIFICATION DATA REPORT	COMPLETE PROCESS OPERATION SHEETS	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80678/T1		DEFENSE SUPPLY CENTER	

7. DD250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT		AS REQ.	SEE BLOCK # 16
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A		AS REQ.	SEE BLOCK # 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
NADEP		1/0	
15. TOTAL		4/0	

16. REMARKS

PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5
*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST SAMPLE (S)
** IF PROCESS OPERATION SHEETS CHANGE AFTER SUCCESSFUL COMPLETION OF FAT/PLT

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
2	CERTIFICATION DATA REPORT	COMPLETE INSPECTION METHOD SHEETS	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. RE2QUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80678/T2		DEFENSE SUPPLY CENTER	

7. DD 250 REQ	9. DEST STATEMET REQUIRIED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT		AS REQ.	SEE BLOCK # 16
8. ADP CODE		11 AS OF DATE	13 DATE OF SUBSEQUENT SUBMISSION
A		AS REQ.	SEE BLOCK #16

14 DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
NADEP		1/0	
15. TOTAL		4/0	

16. REMARKS

PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5

*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST SAMPLE (S)
** AT TIME OF CONTRACT COMPLETION

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NAVICP-P / HUGHES	24 August 2002	NAVICP-P / HUGHES	24 August 2002

INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNM

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual Other - other category of data, such as AProvisioning,≅ AConfiguration Management≅ ,etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award)

Item F. Self-explanatory (to be filled in after contract award)

Item G. Signature of preparer of CDRL

Item H. Date CDRL was prepared

Item I. Signature of CDRL approval authority

Item J. Date CDRL was approved

Item 1. See DoD FAR Supplement Subpart 4 71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry)

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDL), or one-time DID number, that defines data content and format requirements

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

Item 6. Enter technical office responsible for ensuring adequacy of the data item

Item 7. Specify requirement for inspection/acceptance of the data item by the Government

Item 8. Specify requirement for approval of a draft before preparation of the final data item

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230.24)

Item 10. Specify number of times data items are to be delivered

Item 11. Specify as-of date of data item, when applicable

Item 12. Specify when first submittal is required

Item 13. Specify when subsequent submittals are required, when applicable

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies it Item 16

Item 15. Enter total number of draft/final copies to be delivered

Item 16. Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractor performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which i s estimated to be attributable to the production development for the Government of that items of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government s right to use the data shall be governed by the pertinent provisions of the contract