*QUALITY ASSURANCE PROVISIONS

C-321: SPECIFICATION:

NSN: 9G 1615-00-915-6852,
P/N: (78286) 65358-07062-103, Rev " V "
NOMEN: Liner, Gear Box, CH-53A/D & MH-53J Helicopter

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (78286) 65358-07062, Rev"V" and all details and specifications referenced therein.

I. Quality/Inspection Requirements

A. MIL-I-45208 applies: Refer to contract section E.
B. First Article Testing applies: Refer to contract section I
C. Production Lot Testing applies: Refer to contract section C
D. Mandatory Inspection applies: Refer to contract section C.

II. Supplemental Requirements

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

B. The contractor shall include on the detailed process/operation sheets developed, all in house manufacturing processes and the identity of 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 or Production Lot Testing without approval from the basic design engineering activity 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.

D. Markings should be I/A/W MIL-STD-130 REV. "K" para. 5.3.3(a), (b), (c) and (g). Method and location shall be I/A/W 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 I/A/W a sampling plan acceptable to the QAR.

B. Critical Characteristics

Critical Characteristics:
Shall be defined as below, unless defined by the Prime Contractor diametrical and liner dimensions having a total tolerance of 0.001 or less.

Surface finishes having a 16 value or less

Any geometric feature control requirement with a total range of 0.002 or less.

Angular tolerances with a total range less than (1) one degree.

Threads specified to class (3) three or greater.

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 item(s) 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 or referenced specification.

-961 FIRST ARTICLE TESTS REQUIRED (CONTRACTOR TESTING)

[NSN: 9G 1615-00-915-6852, P/N: (78286) 65358-07062-103, Rev "V"
NOMEN: SEAL, Liner, Gear Box, CH-53A/D & MH-53J Helicopter

I. First Article Inspection/Test Criteria: The tests to be performed under the First Article approval clause of the contract are:

A. Dimensional Check (special)

B. Form/Fit

C. Compliance with drawing (78286) 65358-07062, Rev "V" and specifications referenced therein.

D. Review documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate whether the article(s) comply with contract requirements.

II SPECIAL INSTRUCTIONS: The contractor shall be responsible for providing necessary parts and repair of the First Article Sample(s) during testing.

III. NOTIFICATION OF TESTING: The contractor shall notify the PCO, ACO and QAR prior to conducting First Article Tests so that the Government may witness such testing (see I-962, para. (A).

A. The QAR shall be present to witness all First Article Tests.

IV. Test Report: The test report shall be in accordance with MIL- STD-831 and shall be submitted (2 copies) via the Cognizant CAO/QAR to the Navy Naval Inventory Control Point, (NAVICP) Phila. PA Attn: Code 0731. The CAO/QAR shall provide comments on Form DD 1222 (2 copies) which shall be forwarded with the test report. Approval of the test report is the PCO's responsibility. Upon notification of approval/conditional approval, the ACO shall execute the DD 250 to indicate Government acceptance of the test report.

V. Disposition of First Article Sample(s)

A. 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 provided and are ready for shipment.

B. Sample is to be unpainted. Corrosive areas are to be coated with a light preservative.

C. The successful offerer will be furnished a sample to serve as an aid in manufacturing. Any alleged conflict between the sample and the applicable drawings/specifications shall be promptly reported in writing to the contracting officer.

1. Following production of all items under the quantity requirements of the contract, the contractor will be responsible for the return of the Government furnished sample in ready for issue (RFI) condition to the Government.

I-962 First Article Approval (Contractor Testing)

A. The contractor shall test 1 unit(s) of lot/item 0001 as specified in this contract. At least 45 calendar days before the beginning of First Article Tests, the contractor shall notify the contracting officer, in writing, of the time and location of the testing so that the Government may witness the tests.

B. The contractor shall submit the First Article Test Report within 180 calendar days from the date of this contract to:

NAVICP 700 Robbins Avenue
Philadelphia, PA 19111-5098
Attn: code: 0731

Marked "FIRST ARTICLE TEST REPORT: Contract NO: lot/item NO. ". Within 30 calendar days after the government receives the test report, 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 reasons for the disapproval.

C. If the First Article is disapproved, the contractor, upon government request, shall repeat any or all First Article Tests. After each request for additional tests, 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 tests following a disapproval. The contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time 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.

D. If the contractor fails to deliver any First Article report 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.

E. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor may deliver the approved First Article as part of the contract quantity if it meets all contract requirements for acceptance.

F. 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.

G. 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.

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

C-330 PRODUCTION LOT TESTING REQUIREMENTS

[NSN: 9G 1615-00-915-6852, P/N: (78286) 65358-07062-103, Rev "V"
NOMEN: Liner, Gear Box, CH-53A/D & MH-53J Helicopter

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

I. Production Lot Test Sampling Requirements

A. The cognizant CAO/QAR shall select 5 item(s) at random from the first produced.

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

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

A. Compliance with drawing (78286) 65358-07062-103, Rev "V" and specifications referenced therein.

B. Form/Fit

C. Dimensional Check

D. Review of documentation as provided under CDRL (DD1423) requirements.

In addition to the above tests, the Production Lot Samples(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, Cost and Estimated Lead-time

A. All testing to be accomplished at contractors facility.

Within fifteen days of completion of Production Lot Testing, NAVAVNDEPOT, Cherry Point NC. and/or CAO/QAR shall prepare and submit two copies of their test report with conclusions and recommendations to the NAVICP-PHIL code 0731.

IV. NOTIFICATION OF TESTING:

The contractor shall notify the PCO, ACO and QAR prior to conducting Production Lot Tests so that the Government may witness such testing.

A. The QAR shall be present to witness all Production Lot Tests.

V. Inspection of Samples

A. Upon inspection of Production Lot Sample(s) 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 forwarded to NAVICP –PHIL code 0731 with duplicate copies to NAVAVNDEPOT Code 6.1.523 and to the designated test facility. The envelope shall be clearly marked. "DO NOT OPEN IN MAILROOM".

B. 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 CAO/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.

C-331 PRODUCTION LOT SAMPLE TESTING [CONTRACTOR TESTING]

A. The Production Lot Samples shall be

selected at random by the cognizant government inspector. The samples shall be identified by contract number, lot number and be clearly marked as follows:
PRODUCTION LOT TEST SAMPLES
NOT RFI MATERIAL
DO NOT TAKE UP IN STOCK

B. Such samples shall be tested in sufficient time prior to the delivery date of the production articles to allow a 30 day period for testing and written notification by the contracting officer of the approval or disapproval of the samples. Within 15 days of the receipt of the samples, the CAO shall notify the contracting officer, Naval Inventory Control Point, Phila. PA code 0731, of the results of the testing, together with a recommendation for approval or disapproval.

C. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 45 days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.

D. If the contractor fails to deliver 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.

E. 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 proposed 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.

F. 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.

G. 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

Form Approved
OMB NO. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 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 estimated 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.

7A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY TDP____ TM____ OTHER Engineering
D. SYSTEM/ITEM 9G 1615-00-915-6852	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO. 0001

2. TITLE OF DATA ITEM: **CERTIFICATION DATA REPORTS**
3. SUBTITLE: COMPLET PROCESS/OPERATION
17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.): DI-MISC-80678/T
5. CONTRACT REFERENCE:
6. REQUIRING OFFICE: NADEP/CHERRY POINT, NC.

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

16. REMARKS
PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY
* UPON SUBMISSION OF FIRST ARTICLE TEST AND/OR PRODUCTION LOT SAMPLES
** IF THE PROCESS/OPERATION CHANGE AFTER APPROVAL IF F.A.T. AND/OR PRODUCTION LOT APPROVAL

DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	FINAL Reg	FINAL Repro
NADEP/CHY PT			
N1AVICP/073	*	1/0	
DSCR-JAT	**	1/0	
CAO		1/0	
15. TOTAL		3/0	

1. DATA ITEM NO. 0002

2. TITLE OF DATA ITEM: **CERTIFICATION DATA REPORT**
3. SUBTITLE: COMPLETED INSPECTION METHOD
17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.): DI-MISC-80678/T
5. CONTRACT REFERENCE:
6. REQUIRING OFFICE: NADEP/CHERRY POINT, NC.

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

16. REMARKS
PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY
* UPON SUBMISSION OF FIRST ARTICLE TEST AND/OR PRODUCTION LOT SAMPLES
** AT TIME OF CONTRACT COMPLETION

DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	FINAL Reg	FINAL Repro
NAVICP. 0731	*	1/0	
DSCR-JAT	**	1/0	
CAO		1/0	
15. TOTAL		3/0	

1. DATA ITEM NO. 0003

2. TITLE OF DATA ITEM: **REQUEST FOR DEVIATION**
3. SUBTITLE:
17. PRICE GROUP
8. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.): DI-CMAN-80640A
5. CONTRACT REFERENCE:
6. REQUIRING OFFICE: NAVICP/PHIL

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

16. REMARKS
ORIGINAL

DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	FINAL Reg	FINAL Repro
NAVICP/ 0731		1/0	
15. TOTAL		1/0	

1. DATA ITEM NO. 0004

2. TITLE OF DATA ITEM: **REQUEST FOR WAIVER**
3. SUBTITLE:
7. PRICE GROUP
8. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.): DI-CMAN-80641A
5. CONTRACT REFERENCE:
6. REQUIRING OFFICE: NAVICP/PHIL

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

16. REMARKS
ORIGINAL AND TWO COPIES

DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	FINAL Reg	FINAL Repro
NAVICP/ 0731		1/0	
15. TOTAL		1/0	

G. PREPARED BY: JAMES LANCASTER, O731.11	H. DATE 03/05/02	I. APPROVED BY	J. DATE

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 pe 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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TOP ____ TM ____ OTHER Engineering
D. SYSTEM/ITEM 9G-1615-00-915-6852	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
5	CERTIFICATION DATA/REPORTS		18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80678/T		NAVICP/CHERRY POINT

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT		AS REQUIRED	SEE BLOCK 16
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBMISSION
			SEE BLOCK 16

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.

BLOCK #3 - SEPARATE REPORTS SHALL BE PROVIDED FOR THE BELOW LISTED SUB TITLES. CERTIFICATION REPORTS FOR PRIME PROCESS AND MATERIAL SPECIFICATIONS SHALL INCLUDE CERTIFICATION THAT ALL VENDORS PERFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED SOURCES.

BLOCK #5 - CONTRACT REFERENCE:

1. MATERIAL I/A/W SIKORSKY AIRCRAFT, DRAWING 65358-07062 TIMKEN 4320, ALT. 4340

2. PROCESSES: I/A/W SIKORSKY AIRCRAFT, DRAWING: 65358-07062 HEAT TREAT PER MIL-H-6875. MAGNETIC PARTICLE INSPECTION PER SS8805

3. FINISHES: I/A/W SIKORSKY AIRCRAFT, DRAWING: 65358-07062 NOTE (6) AND ALL REQUIERMENTS WITHIN

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
NADEP/CHERRY/PNT			
NAVICP/0731		1/0	
DSCR-JAT		1/0	
CAO		1/0	
TOTAL		3/0	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
JAMES LANCASTER, 0731.11	03/05/02		

INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DOD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Items B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration 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-L (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 subsequent submittals are required, when applicable.

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 in 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

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's 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 ut 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 requirements, 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 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 is estimated to be attributable to the production or development for the Government of that item 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 no 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.