

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

P/N: (78286) 65951-11527

1. 5.1181 Dia. Before Copper Plating
5.1176
2. 7.0866 Dia. Before Copper Plating
7.0860
3. Inspect to ABEC 3 limits except for squareness which is to be held within .0004 for inner ring only.
4. Balls and Rings must be stabilized for minimum distortion from -65o F to +250o F.
5. Surface roughness shall be:
For unground surfaces 125 microinches AA rating
For ground surfaces 32 microinches AA rating
For raceways 8 micrinches AA rating
6. Copper Plate Bore and O.D. .0001 Max. per AMS 2418A dimensions to be held before plating.
7. Inner Ring to protrude .1875 \pm .00025 as shown in F/D under a 1000lb. gage load.

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. The below listed drawings apply:

1) Dwg# 65951-11527

V. 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.

I-961 FIRST ARTICLE TESTS REQUIRED (GOVERNMENT TESTING)

NSN: 3110-01-126-5937

P/N: (78286) 65951-11527-101

NOMEN: **Bearing, Ball, Annular**

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%
- B. Form, Fit and Function
- C. Compliance with drawing (78286) 65951-11527 Rev. "A" and associated drawings, latest revisions, and specifications referenced therein.
- D. Review documentation as provided under DD1423 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 that the article(s) comply with contract requirements.

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

II. Samples to be submitted for testing: Quantity 2 each.

- A. Estimated Cost: T.B.D.
- B. Waiver of First Article Testing requirements may be granted for (78286) United Technology Sikorsky Aircraft.

III. Testing shall be performed at the Government designated facility listed below.

NADEP Cherry Point (N65923)
F.A.T. Control Center
Attn: Annie Thomas, Code 6.1.523
PSC Box 8021
MCAS Cherry Point, NC 28533

IV. Special Instructions

- 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 produced and are ready for shipment.

B. Sample(s) will be returned to the contractor, if not destroyed in testing.

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

D. Estimated Production Leadtime Schedule:

- 1) Submission of the First Article samples by the contractor- 120 days.
- 2) Analysis of report and notification to contractor - 60 days.
- 3) Production delivery after First Article acceptance - 120 days.
- 4) Total accumulated calendar days - 300 days.

NOTIFICATION OF SHIPMENT OF MATERIAL FOR GOVERNMENT TESTING

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., Attn: code 0233. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

Upon shipment of First Article 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 code 0233, with duplicate copies to NAVICP Code 072 and to the designated test facility. The envelopes shall be clearly marked. "**DO NOT OPEN IN MAILROOM**".

Within 90 days after receipt of sample(s) the test site shall complete testing/evaluation and submit two (2) copies of their test report with conclusions and recommendations to NAVICP 0233.

A1. The contractor shall deliver (2) units of lot/item 0001 within 120 calendar days from the date of this contract to the activity listed below for the purpose of partial inspection/testing and preparation of test report I/A/W Mil-Std-831 prior to forwarding sample(s) with report to the Government designated test facility.

A2. Partial Inspection/Testing and preparation of test report in accordance with Mil-Std-831 prior to forwarding samples with report to Government designated test facility 60 calendar days from the date of this contract.

Marking of test samples shipping container:

“ For First Article Testing. Not RFI Material. Do not take up in stock. Contract Number:
For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

B. Within 90 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 disapproval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of the 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.

C. 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 tests following a 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 limits 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 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, the contractor-

- 1) May deliver the approved First Article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;
- 2) Shall remove and dispose of any First Article from the government test facility at the contractor’s expense.

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. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of First Article during any First Article Test.

H. Before First Article approval, the acquisition of material 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.

I. 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.

J. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any articles furnished in accordance with this clause. Such notification must be addressed to the attention of NAVICP code 0233 with copies to NAVICP code 073 and 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.

C-330 PRODUCTION LOT TESTING REQUIREMENTS

NSN: **3110-01-126-5937**

P/N: **(78286) 65951-11527-101**

NOMEN: **Bearing, Ball, Annular**

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 two (2) item(s) at random from the first production lot. In addition the QAR shall select one (1) items(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 have all surfaces treated per applicable drawing.

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

A. Compliance with drawing (78286) 65951-11527 REV. "A", or the latest revision, and the specifications referenced therein.

B. Dimensional Check 100% of finished part

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

D. Form/Fit

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, Cost and Estimated Leadtime

A. Ship samples/data to NAD, Cherry Point, POC: Annie Thomas, Code:6.1.523

B. Shipping container marking: **NON RFI**

C. Estimated Cost for Inspection/Test is TBD

D. Estimated Lead-time for Inspection/Test is TBD

Within fifteen days of completion of Production Lot Testing the CAO/QAR shall prepare and submit two copies of their test report with conclusions and recommendations to the Contracting Officer.

IV. Shipment and Distribution of Samples:

A. Fourteen (14) days prior to shipment of Production Lot samples, the contractor shall notify the designated test facility in writing, of the anticipated shipping date, with an information copy to the P.C.O. The contractor shall also arrange for preliminary inspection of the test samples by the CAO/QAR.

B. Upon shipment of Production Lot 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 forwarded to the P.C.O. and to the designated test facility. The envelope shall be clearly marked. **"DO NOT OPEN IN MAILROOM"**.

C. Samples may be considered as production items under the contract provided the samples can be refurbished to Ready For Issue (R.F.I.) condition and provided the samples have inspection approval of the cognizant CAO/QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

D. Samples will be returned to the contractor.

E. The designated test facility and the contracting officer shall be notified as to all shipping data applicable to the samples, such as bill of lading number, method of shipment, etc... 14 days prior to shipment.

PRODUCTION LOT TESTING (CONTRACTOR TESTING)

A. The Production Lot samples shall be:

1. Selected at random by the cognizant government inspector. Such samples shall be submitted via the cognizant government inspector, all transportation charges prepaid by the contractor to:

NADEP Cherry Point
F.A.T. Control Center
P.O.C. Annie Thomas, code: 6.1.523
MCAS, Cherry Point, NC 28533

2. The samples shall be identified by contract number, lot number and be clearly marked s follows:

**PRODUCTION LOT TEST SAMPLES
NOT R.F.I. 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 60 day period for testing and written notification by the contracting officer of the approval or disapproval of the samples. Within 90 days of the receipt of the samples, the CAO shall notify the contracting officer with 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 90 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 the 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 of the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such an event, the government may, at its option and at no additional cost to the government, (1) terminate all or any portion of this contract for default, (2) 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 (3) 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 lots.

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

G. All transportation charges incurred in the submission and return of any Production Lot samples shall be borne by the contractor.

H. Nothing contained in the foregoing provisions of this clause, and no action of the government in accordance herewith, shall in any way prejudice the rights of the government under the clause of the 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 estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, 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 Buying Contracting Officer for the Contract/PR No. listed in Block Z.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM 3110-01-126-5937		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. 0001	2. TITLE OF DATA ITEM Certification Data Reports		3. SUBTITLE Complete Process Operation Sheets				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678/T		5. CONTRACT REFERENCE		6. REQUIRING OFFICE Nadep Cherry point 3.3.2			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY as required	12. DATE OF FIRST SUBMISSION see block 16				
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION see block 16				
16. REMARKS 10.1, 10.2, 10.2.2, 10.2.4, 10.2.5 apply * upon submission of First Article/Production Lot Test sample(s) ** If the process/operation sheets change after successful completion of FAT/ PLT			DISTRIBUTION				
			a. ADDRESSEE	b. COPIES			
				Draft	FINAL		
						Reg	Repro
			15. TOTAL				

1. DATA ITEM NO. 0002		2. TITLE OF DATA ITEM certification data/reports		3. SUBTITLE completed inspection method sheets			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678/T2		5. CONTRACT REFERENCE		6. REQUIRING OFFICE Nadep Cherry Point 3.3.2			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY as required	12. DATE OF FIRST SUBMISSION see block 16				
8. APP CODE		11. AS OF DATE	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/ Production Lot Test sample(s) ** At time of contract completion			DISTRIBUTION				
			a. ADDRESSEE	b. COPIES			
				Draft	FINAL		
						Reg	Repro
			15. TOTAL				

1. DATA ITEM NO. 0003		2. TITLE OF DATA ITEM Request for Deviation		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80641 B		5. CONTRACT REFERENCE		6. REQUIRING OFFICE Nadep Cherry Point 3.3.2			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY as required	12. DATE OF FIRST SUBMISSION see block 16				
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION as required				
16. REMARKS original			DISTRIBUTION				
			a. ADDRESSEE	b. COPIES			
				Draft	FINAL		
						Reg	Repro
			15. TOTAL				

1. DATA ITEM NO. 0004		2. TITLE OF DATA ITEM request for waiver		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640B		5. CONTRACT REFERENCE		6. REQUIRING OFFICE Nadep Cherry Point 3.3.2			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY as required	12. DATE OF FIRST SUBMISSION see block 16				
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION				
16. REMARKS			DISTRIBUTION				
			a. ADDRESSEE	b. COPIES			
				Draft	FINAL		
						Reg	Repro
			15. TOTAL				

G. PREPARED BY Greg Witalec 0731.20		H. DATE 3-27-02	I. APPROVED BY	J. DATE
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17 PRICE GROUP
18 ESTIMATED TOTAL PRICE

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 (AMSDDL), 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.

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 at 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

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 at 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.