

Fixed-Price Maintenance, Overhaul and Modification General Provisions
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Clause 21a. REPORTS AND INFORMATION

All information gathered under this contract by Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without A.I.D.'s written approval, be made available to any person, party or government other than A.I.D., except as otherwise expressly provided in the contract. Contractor shall prepare and submit such interim and final reports as provided in Article I of the contract.

Clause 22. INSPECTION (MAY 1958)

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the United States Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the United States Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the United States Government thereby; or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default". Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".