

Demilitarization Clause _____
Category XI of the U.S. Munitions List
Military Electronics

NOTE FOR THE GOVERNMENT CONTRACTING OFFICERS: For electronic items associated with items in this Category, the demilitarization clause for Category XII may also apply.

(a) This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause set forth the requirements for the demilitarization, and corresponding certification and verification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract. Contractors will perpetuate this clause in all subcontractor requirements.

(b) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Demilitarization of commercial type property is excluded.

(1) Outside this contract, existing guidance on demilitarization applies only to Government property. Accordingly, the Government's right to require demilitarization under the demilitarization clause is a contractual right, subject to the authority of the contracting officer.

(2) Excess property produced under this contract may be the property of the contractor, however the Government retains the control over the disposition of the property by virtue of the demilitarization clause of the contract, although title to the property remains with the contractor.

(c) The contracting officer has the authority to waive demilitarization contractual requirements. However, any waiver must be predicated on disposition of material in a manner that will preclude the material from entering the commercial market. All demilitarization waivers must be approved prior to release of final DD Form 250 for payment. This will encourage timely disposition of material under this contract. All waiver requests must specify the specific items, quantity, the disposition of the material, and any additional terms. Contact the contracting officer for additional specific guidance.

(d) Definitions:

(1) "Excess property," means property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or has been denied payment (including, but not limited to, rejects or overruns) under to provisions of this contract. These items were manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract. They were also

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manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract. Therefore, these items will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or non-reclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war.

(2) "Key Point" means parts, components, alignment points, attachment fittings or areas which, when demilitarized, cannot feasibly be repaired, restored, replaced, improvised or commercially procured and which are necessary factors in restoring the next higher assembly to design capability.

(3) "Demilitarization," means the act of destroying the military offensive and defensive advantages inherent in certain types of equipment and material. The term comprehends mutilation, dumping at sea, cutting, crushing, scrapping, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military or lethal purpose and applies equally to material in unserviceable and serviceable condition.

(4) "Scrap," means material that has no value except for its basic material content.

(5) "Commercial Type Property" means property generally considered not to be unique and peculiar to DoD and possessing commercial marketability.

(e) Demilitarization Certification and Verification:

(1) During or upon completion of manufacturing under this contract, the Prime Contractor shall notify the ACO, or his designated representative, in a timely manner so that a government representative can physically witness all demilitarization of material accomplished under this contract whether the Prime Contractor or a Subcontractor is performing the demilitarization. Demilitarization shall be accomplished as prescribed in this clause. A contractor's representative and a technically qualified U.S. Government (United States citizen), as designated by the responsible commander, who actually witnesses the demilitarization of the material are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify quantity and items, which were demilitarized.

(2) Subcontractors used under this contract shall notify the Prime Contractor in a timely manner so that the ACO can coordinate for a government representative to physically witness all demilitarization of material accomplished under this contract.

(3) In cases where the witnessing of demilitarization would unnecessarily subject the Government witness to hazardous conditions, or when the demilitarized material can be

laid out to clearly display the residue from each item demilitarized, the Government witness may verify demilitarization through inspection of the residue.

(4) The ACO/PCO will ensure that a copy of the certificate is placed in the appropriate contract administration file and retained for a period of 4 years. However, a copy of all demilitarization certificates for small arms weapons/receivers will be retained indefinitely in a permanent record file by the DoD contracting activity.

DEMILITARIZATION CERTIFICATE

I, _____
(name and title of Contractor's employee) am the officer or employee of

_____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (THE ITEMS AND QUANTITIES IDENTIFIED BELOW)** were demilitarized in accordance with instructions provided in contract _____ (contract number).

CAGE and P/N or NSN	Item Name	Qty
_____	_____	_____
_____	_____	_____

Typed name, title and signature of Contractor representative certifying the demilitarization.

Typed name, title and signature of Government representative verifying (witnessing) the demilitarization.

(5) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(End of Certificate)

(f) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable and not reclaimable for its original purpose, and to preclude the

possibility of reconditioning the property to make usable or saleable as implements of destruction.

(g) Property requiring contractor demilitarization and Trade Security Controls at disposition (End Use Certificate (EUC) DLA Form 1822).

(1) The following systems and components require the performance of (key point) demilitarization: Radar systems, with capabilities such as search, acquisition, tracking, moving target indication, imaging radar systems; all IFF (identification friend or foe) receivers, transmitters and associated equipment; electronic warfare (EW) equipment, such as active and passive countermeasures, active and passive counter-countermeasures, and radios (including transceivers) specifically designed or modified to interfere with other communication devices or transmissions; command, control and communication (C³) systems to include radios (transceivers), navigation, and identification equipment; electronic systems or equipment specifically designed, modified, configured for intelligence, security, or military purposes for use in search, reconnaissance, collection, monitoring, direction-finding, display, and analysis and production of information from the electromagnetic spectrum; all other targeting and missile control receiving and transmitting equipment.

(2) The following systems and (key point) components require the performance of total demilitarization: Underwater sound equipment to include active and passive detection, identification, tracking, and weapons control equipment; underwater acoustic active and passive countermeasures and counter-countermeasures; all types of chaff; gyroscopes; computers specifically designed or developed for military application and any computer specifically modified for use with any category of the U.S. Munitions List (see DoD 4160.21-M-1); electronic systems or equipment designed or modified to counteract electronic surveillance or monitoring; systems designed or modified to use cryptographic techniques to generate the spreading code for spread spectrum or hopping code for frequency agility (this does not include fixed code techniques for spread spectrum); systems designed or modified for using burst techniques (e.g., time compression techniques) for intelligence, security, or military purposes; systems designed or modified for the purpose of information security to suppress the compromising emanations of information bearing signals (this covers TEMPEST suppression technology and equipment meeting or designed to meet government TEMPEST standards); transmitters; receivers; amplifiers; accelerometers; processors; collimators; microprocessors; RF heads and cavities; logic circuits; traveling wave tubes; cathode ray tubes; klystrons; oscillators; noise generators; magnetron tubes or solid state devices; modulators and modulation circuits; frequency sensitive RF components; antennae; radomes; waveguides; intervalometers; frequency generators; tuning coils, printed circuit boards/cards; memory circuits; delay lines; synchronizers; encoders and decoders; computers, antenna horns, performance data plates; identification plates or decals that reveal any military offensive or defensive advantage.

(3) The following additional items are critical or sensitive in nature and require total or key point destruction: Experimental or developmental electronic equipment

specifically designed or modified for military application or specifically designed or modified for use with a military system require total destruction; power supplies (missile related, unique) require total destruction; emergency radio receiver-transmitter equipment and beacons designed to operate on peculiar military, interagency or international distress signal frequency (8364 KCS, 500 KCS, 121.5 MC, 282.8 MC and 243.0 MC), e.g., survival radios, AN/URC-4, AN/URC-10, AN/URC-11, AN/URC-64, AN/PRC-90, AN/PRC-103, AN/PRC-106 comprising types RT159A/URC-4, RT159B/URC-4, RT285/URC-11, RT285A/URC-11, and radio beacons AN/URT-21, 27, 33, AN/CRT 3, etc.. Remove and dispose of separately the following crystals: Types CR-24/u and CR-56/u capable of transmitting on 500 KC, 8634 KC, 121.5 MC, 243.0 MC and 282.8 MC and other types of crystals designed specifically to operate on distress signal frequencies.)

(4) Test equipment containing components that are listed in paragraphs (g) (1) through (g) (3) above.

(5) Classified equipment listed in paragraphs (g) (1) through (g) (3) above.

(6) Classified technical data for items listed in paragraphs (g) (1) through (g) (3) above.

(7) Technical data relating to the design, engineering, development, processing, use, operation, overhaul, repair, testing, maintenance, modification or reconstruction of any item in paragraphs (g) (1) through (g) (3) above, to include any reproduced copies, additional drawings and working papers.

(h) Property not requiring contractor demilitarization, however Trade Security Controls are required at disposition (End Use Certificate (EUC) DLA Form 1822).

(1) Any ground air traffic control radar that is specifically designed or modified for military application.

(2) Power supplies (non-missile related).

(3) All other components, parts, accessories and attachments not listed in paragraph (g) and not meeting the definition of "Commercial Type Property".

(4) All other technical data and defense services directly related to any defense article listed in paragraph (g) and (h).

(i) Method and degree of demilitarization.

(1) Emergency radio receiver and transmitters and beacons, remove and destroy crystals from receiver-transmitter. Radio beacons will be crushed or otherwise mutilated to preclude further use of the item for its intended purpose.

(2) The preferred method is by melting or briquetting non-explosive chaff. When melting or briquetting is not economical or practical, items will be completely neutralized by cutting into small segments, or crushing (as with a tracked vehicle) so as to break the packing, wrapping, or sleeve from the chaff and cause complete derangement of the dipole sequence.

(3) Remove and dispose of the explosive charge in explosive chaff as directed in DoD 4160.21-M-1, Appendix 4, Category V, and neutralize the dipole sequence of the chaff as prescribed for non-explosive chaff or detonate.

(4) If the TEMPEST application is to an item which is specifically designed for military use – complete destruction to preclude restoration as an item for its original function (this includes both entire end items and individual components, as applicable).

(5) If the TEMPEST application is to a commercially available item, e.g., IBM-XT or AT personal computer, sanitize the equipment of all classified/sensitive data and software. After sanitizing, these items are considered as Commodity Control List Items. Therefore, incorporate all appropriate Trade Security Controls.

(6) Demilitarize all other items identified in paragraph (g) (1) through (g) (3) by cutting, crushing or melting to the extent necessary to preclude its restoration to a usable condition.

(7) Demilitarize non-electric items by cutting, crushing or melting to the degree required to preclude its restoration to a usable condition.

(8) Demilitarize electronic items by cutting, crushing or melting to the degree required to preclude its restoration to a usable condition.

(9) Demilitarize classified equipment by cutting, crushing or melting to the extent necessary to preclude its restoration to a usable condition.

(10) Demilitarize classified technical data by burning, shredding or pulping melting to the degree required to preclude its restoration to a usable condition.

(12) Demilitarize technical data relating to the design, engineering, development, processing, use, operation, overhaul, repair, testing, maintenance, modification or reconstruction of any item in paragraphs (g) (1) through (g) (3) above, to include any reproduced copies, additional drawings and working papers by burning, shredding or pulping to the extent necessary to preclude its restoration to a usable condition.

(j) The contractor agrees that demilitarization will be performed as stated above and all material disposed of will be inherently scrap.

(k) Upon completion of production under this contract, the contractor shall certify to the Administrating Contracting Officer that demilitarization, as prescribed above, has been accomplished.

(l) The requirements of this clause shall apply to any packaging of Government property and excess property containing non-removable markings required exclusively by this contract. Removable markings shall be removed before any non-demilitarized disposition.

(m) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(n) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.