

## SP SECTION 5500 - DATA

### SP 5503

SUBJECT: Boeing-Mesa Furnished data. Boeing-Mesa Furnished Drawings. Metal Cutting.

**SPECIAL PROVISION TEXT:**

Discrepancies, omissions, need for clarification or interpretation of any nature, encountered by Seller in Boeing-Mesa furnished drawings or engineering data, will be brought to the attention of the Boeing-Mesa Buyer for resolution prior to commencement of metal cutting. In the event no response is received from Boeing-Mesa within ten (10) days of the date of notification, Seller will repeat its request for disposition.

### SP 5527

SUBJECT: Rights in technical data

**SPECIAL PROVISION TEXT:**

Rights in technical data -

1. Seller will promptly notify Boeing-Mesa in writing, of the intended use by Seller or any of Seller's subcontractors in the performance of this Purchase Order, of any item, component or process for which data called for by this Purchase Order, suitable for competitive procurement would fall within the categories contained in the following clauses: DFARS 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7017 and 252.227-7018, set forth in the General Provisions hereof. Such notification shall include a detailed identification, by listing those items, components or processes for which such rights are claimed.
2. Boeing-Mesa's approval is not necessary under this clause for the Seller to use the item, component or process in the performance of the Purchase Order.

### SP 5533

SUBJECT: Outside Receiving Reports. Retained Test Units.

**SPECIAL PROVISION TEXT:**

Seller will process and submit Outside Receiving Reports (ORR) for any and all supplier retained test units produced under this Purchase Order before payment is made by Boeing-Mesa.

### SP 5554

SUBJECT: Government Inventory Schedule. Residual Inventory.

**SPECIAL PROVISION TEXT:**

Upon completion of this Purchase Order, Seller will forward to Boeing-Mesa, with multiple copies as indicated below, a list of all residual inventory. Such list will be prepared on the applicable Government Inventory Schedule, Form SF 1426, SF 1428, SF 1430, and SF 1432 and will include a list of items to be transferred to follow-on contracts.

### SP 5557

SUBJECT: Inventory Schedule. Unrepairable. Repair.

**SPECIAL PROVISION TEXT:**

Seller is directed to list item(s) considered non-repairable or uneconomical to repair on inventory schedule and submit to the Boeing-Mesa Buyer for disposition instructions.

**SP 5560**

SUBJECT: Failure Analysis. Repairs.

**SPECIAL PROVISION TEXT:**

Failure analysis report shall be forwarded in accordance with requirements under which the equipment was originally purchased. Seller will forward one reproducible failure analysis report to the attention of the Boeing-Mesa Buyer marked for "Engineering Reliability Department" within 14 days after date of the letter accompanying equipment returned under this Purchase Order. If such report is not forwarded within 14 days, Seller will advise Boeing-Mesa of the expected delivery date.

**SP 5570 (June 2003)**

SUBJECT: Development Purchase Orders.

**SPECIAL PROVISION TEXT:**

All technical work product, including ideas, information, data, documents, drawings, software, software documentation, designs, specifications and processes produced by or for Seller, either alone or with others, using funds paid by Buyer under this contract will be the exclusive property of Buyer and will be delivered to Buyer promptly upon request.

All inventions conceived, developed or first reduced to practice by or for Seller, either alone or with others, using funds paid by Buyer under this contract, and any patents based on any such inventions will be the exclusive property of Buyer. Seller will (i) promptly disclose all such inventions to Buyer in writing and (ii) execute all papers, cooperate with Buyer and perform all acts necessary in connection with the filing, prosecution or assignment of related patents or patent applications on behalf of Buyer.

All works of authorship, including documents, drawings, software, software documentation, photographs, videotapes, sound recordings and images, created by or for Seller using funds paid by Buyer under this contract, together with all copyrights subsisting therein, will be the sole property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer. The copyrights in all other such works that fall under this paragraph, including the exclusive rights therein, will be promptly transferred and formally assigned free of charge to Buyer.

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and customers to dispose of, and to authorize the disposal of, the possession of any such copies by rental, lease or lending or by any act in the nature of rental, lease or lending.

To the extent this article conflicts with any government contract clause incorporated by reference into this contract, the incorporated clause shall govern.

## **SP 5581**

SUBJECT: Abstract of new technology. Inventions. Patent Rights.

### **SPECIAL PROVISION TEXT:**

Seller agrees to submit an abstract of new technology describing each item reportable as a subject invention under the Patent Rights clause of this Purchase Order. Such abstract shall satisfy the requirements of the data item identified below. The Seller may delay delivery of the abstract until such time as delivery of the complete technical disclosure or a copy of the patent application is required under the Patents Rights clause. The Government, upon request, may delay dissemination of the abstract for a period not to exceed one year. In exceptional circumstances, an additional delay may be authorized for good cause shown. The Seller shall include this clause in every subcontract, having as a purpose the conduct of experimental, developmental or research work. The SDRL item number is \_\_\_\_\_.

## **SP 5585**

SUBJECT: Cert. Tech. Conformity. Data. Subcontractor Data Catalog Number

### **SPECIAL PROVISION TEXT:**

This Purchase Order requires the submittal of specified Data in accordance with Subcontractor Data Catalog (\_\_\_\_\_ fill in number), Revision (\_\_\_\_\_ fill in letter), dated (\_\_\_\_\_ fill in date). Failure to provide Certificates of Technical Conformity, where applicable, and/or to provide required data, will impact Boeing-Mesa-Boeing-Mesa's prime contract responsibilities. Please be advised that certain Data Items require submittal of information whether or not changes or updates have occurred.

For clarification of any Data requirement, please contact your cognizant Buyer or the Data Management office.