



## Special Provisions

### Form D1 4305 1500 (Rev. 2/96)

(Applicable only to the extent called out in the Purchase Contract)

#### C. GOVERNMENT PROPERTY

1. GOVERNMENT PROPERTY. The clause set forth in FAR 52.245-2, "Government Property - Fixed Price Contract", is incorporated by reference.
2. RENT FREE USE. Having determined that provisions of FAR 45.402, as applicable, have been complied with, Seller is authorized to use that Government-owned production and research property in Seller's possession which is identified herein, or authorized under Seller's Facilities Contract(s) with the Government, identified elsewhere herein, in the performance of this contract, free from any rental payment to the Government. Such rent-free use is only authorized subject to the terms and conditions of Seller's Facilities Contract(s) or other instrument under which the property is accountable.

Seller agrees that it will not directly or indirectly, through overhead charges or otherwise, include in the price of this contract or seek reimbursement under this contract for any rental charge paid by the Seller for the use on other contracts of any Government-owned production and research property referred to herein. If the Government-owned property provided to Seller hereunder on a no-charge basis is increased or decreased or does not remain available during the performance of this contract, or if any change is made to the terms and conditions under which it is made available, such equitable adjustments as may be appropriate shall be made in the terms of this contract, unless such increase or decrease was contemplated in the establishment of the contract price. This contract shall bear the risk of loss, damage or destruction of all property in use, pursuant to this provision, in the performance of this contract.

3. RESERVED
4. PROPERTY OWNERSHIP. All property as defined in D950-10075-1 covered by this contract shall, upon acquisition or manufacture by Seller and before the same are used, become the property of the Buyer and shall be subject to the provisions of document D950-10075-1. In the event of a conflict between D950-10075-1 and any other provisions of this contract, the other provisions of this contract shall govern.
5. SPECIAL TOOLING CLAUSE. The clause set forth in DAR 7-104.25, "Special Tooling", is incorporated by reference, except that: paragraphs (c) and (h) shall be modified by Document D950-10075-1, "Subcontractor-Held Government Property", if said Document is called out in this contract; the words "Contracting Officer" in subparagraph (c) means "Buyer" and "Government" in subparagraphs (f)(i), (iii) and (iv) is altered to mean "Buyer or the government", and paragraph (j) is revised to read as follows: "The Seller agrees that, in placing any subcontracts or purchase orders under this contract which involve the use of special tooling, the full cost of which is charged to such subcontract or purchase order he will include therein appropriate provisions to obtain rights comparable to those granted to Buyer and the Government by this clause, unless Buyer in conjunction with Buyer's Contracting Officer, determines, upon the Seller's request, that with respect to any subcontract, purchase order or class thereof, such rights are not of substantial interest to Buyer or the Government. The Seller further agrees that he will exercise any such rights for the benefit of Buyer and the Government, as the Buyer may direct".
6. SPECIAL TEST EQUIPMENT CLAUSE. The clause set forth in DAR 7-104.26, "Special Test Equipment", is incorporated by reference, except that "thirty (30) days" in paragraphs (b) and (c) is changed to "sixty (60) days"; the words "Buyer or" are inserted before the words "...the

Government shall not be obligated..." in paragraph (c); and the following provision is added to the end of paragraph (b): "Notification required by this clause shall contain the following information for each item of special test equipment or components thereof: (i) a list of alternate items that could be used; (ii) estimated cost; (iii) function; (iv) technical justification for this item; and (v) date item is required (if this date is within sixty (60) days of the date of the notification, give reason for the late notice)".

7. RESERVED

8. SPECIAL TOOLING/SPECIAL TEST EQUIPMENT LISTS. If, during the performance of this contract, it is necessary to acquire additional special tooling/special test equipment in the implementation of any change authorized pursuant to the clause of this contract entitled "Changes", the equitable adjustment contemplated by said "Changes" clause shall include only the cost of any tooling/test equipment that meets the definition set forth in FAR 45.101 except to the extent specified in FAR 31.205-40. Therefore, the Seller shall submit to the Buyer, separate lists, one for all special tools (except jigs, dies, fixtures, molds, patterns, and special taps) and one for all special test equipment required for any such contemplated or authorized change, no later than concurrently with the submission of his firm price proposal for an equitable adjustment (increase or decrease) contemplated by the "Changes" clause. The itemized list(s) shall include: (1) manufacturer's name, (2) general nomenclature and description of size, capacity, and function including breakout of major components, (3) estimated delivery cost, and (4) any special characteristics deemed pertinent to the classification of the item, including those reasons that support the Seller's contention that the items are in fact "special" and that the use of such tooling/test equipment is limited to the development, production and/or testing of the particular supplies or parts thereof or in the performance of the particular services.

9. RESERVED

10. RESERVED

11. INVOICES FOR PROPERTY FABRICATED OR REWORKED. Invoices submitted for tooling fabricated or reworked under this contract must be accompanied by Accountable Property Lists in accordance with document D950-10075-1, "Subcontractor-Held Government Property".

12. PROPERTY ACCOUNTABILITY CONTRACT. Promptly upon completion of fabrication, received or procurement of Government property, Buyer will enter a separate no cost Property Accountability Contract (PAC) to account for active property retained by Seller. This property will be controlled in accordance with Boeing document D950-10075-1, "Subcontractor-Held Government Property", and Form DF 4401-63, "Terms and Conditions Applicable to Property Accountability Contract".

13. SPECIAL TOOLING (PRE 12/89). The clause set forth in FAR 52.245-17, "Special Tooling", is incorporated by reference except that: paragraphs (c), (h) and (i) thereof shall be modified by Document D950-10075-1, "Subcontractor-Held Government Property", if said Document is called out in this contract; the term "Contracting Officer" in paragraphs (c), (d) and (h) means "Buyer" and "Government" in paragraphs (i)(1), (2) and (3) means "Buyer or the Government"; and paragraph (k) is revised to read as follows: "The Seller agrees that, in placing any subcontracts or purchase orders under this contract which involve the use of special tooling, the full cost of which is charged to such subcontract or purchase order he will include appropriate provisions to obtain rights comparable to those granted to Buyer and the Government by this clause, unless Buyer in conjunction with Buyer's Contracting Officer, determines, upon the Seller's written request, that such rights are not of substantial interest to Buyer or the Government. The Seller further agrees that he will exercise any such rights for the benefit of Buyer and the Government, as the Buyer may direct".

14. SPECIAL TEST EQUIPMENT. The clause set forth in FAR 52.245-18, "Special Test Equipment", is incorporated by reference, except that "thirty (30) days" in paragraphs (b) and (c) is changed to "sixty (60) days"; the words "Buyer or" are inserted before the words "...the Government shall not be obligated..." in paragraph (c); and the following provision is added to the end of paragraph (b): "Notification required by this clause shall contain the following information for each item of special test equipment or components thereof: (i) a list of alternate items that could be used; (ii) estimated cost; (iii) function; (iv) technical justification for this item; and (v) date item is required (if this date is within sixty (60) days of the date of the notification, give reason for the late notice)".

15. ALTERNATE RISK OF LOSS-FIXED PRICE CONTRACTS. Alternate 1 of FAR 52.245-2, "Government Property (Fixed Price Contracts)", is incorporated by reference. "Contractor" shall mean Seller.

16. ALTERNATE RISK OF LOSS-COST CONTRACTS. Notwithstanding paragraph (g) of the "Government Property" clause of the General Provisions hereof, Seller's risk of loss or

destruction of or damage to Government-furnished property shall be as set forth in paragraph (g) of FAR 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)," which paragraph is incorporated by reference. "Contractor" shall mean Seller.

17. GOVERNMENT PROPERTY (TIME-AND-MATERIAL CONTRACTS). The clause set forth in FAR 52.245-5, "Government Property (Cost Reimbursement, Time and Material, and Labor Hour Contract(s)," is incorporated by reference. "Contractor" shall mean Seller. Paragraph (g) is revised to read as follows:

"(g) Risk of Loss. Seller, upon delivery to it or acquisition by it of any Government property, assumes the risk of and shall be responsible for all loss thereof or damages thereto. When such property is no longer needed for the performance hereof, or at such other time as may be directed by the Buyer pursuant to paragraph (i) of this clause, Seller shall return such property to the Buyer or the Government, as applicable, in as good condition as when received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of work hereunder."

18. ALTERNATE RISK OF LOSS-TIME-AND-MATERIAL CONTRACTS. The clause set forth in FAR 52.245-5, "Government Property (Cost Reimbursement, Time and Material, and Labor Hour Contracts)", is incorporated by reference. "Contractor" shall mean Seller.

19. SPECIAL TOOLING (POST 12/89). The clause set forth in FAR 52.245-17, "Special Tooling", is incorporated by reference except that: "Government" means "Government and the Buyer" in paragraphs (d)(1), (d)(3) and (m); "Contracting Officer" shall mean Buyer except in paragraph (e); paragraphs (i) and (j) shall be modified by Document D950-10075-1, "Control of Supplier-Held Special Tooling and Special Test Equipment", if said document is called out in this contract; and paragraph (n) is revised to read as follows:

"The Seller agrees that, in placing any subcontracts or purchase orders under this contract which involve the use of special tooling, the full cost of which is charged to such subcontract or purchase order he will include therein appropriate provisions to obtain rights comparable to those granted to Buyer and the Government by this clause, unless Buyer in conjunction with Buyer's Contracting Officer, determines, upon the Seller's request, that with respect to any subcontract, purchase order or class thereof, such rights are not of substantial interest to Buyer or the Government. The Seller further agrees that he will exercise any such rights for the benefit of Buyer and the Government, as the Buyer may direct."

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