

SUPPLIER REQUIREMENTS FOR BUYER/GOVERNMENT/CUSTOMER PROPERTY MANAGEMENT (Variable)

Provided Property authorized for use in support of this Contract is identified in paragraph 5 below and is subject to the requirements of this clause E000.

PROVIDED PROPERTY.

For the purposes of this clause, Provided Property shall be defined as Buyer, U.S. Government (hereafter referred to as Government), or Customer-owned Equipment, Special Test Equipment, Special Tooling and Material that is either:

- (a) currently in the possession of the Seller;
- (b) to be furnished to the Seller under this Contract;
- (c) to be acquired or fabricated by the Seller under this Contract; or
- (d) deliverable line items shipped-in-place at the Seller for use by the Seller on this Contract.

1. NOTIFICATION OF ACQUISITION OR FABRICATION OF PROVIDED PROPERTY.

In the event Seller acquires or fabricates Provided Property, (excluding material as defined in FAR 45.101), upon completion of such acquisition or fabrication Seller shall submit an invoice and itemized property listing to Buyer. Buyer will not make payment for the fabrication or acquisition of such property unless a property listing is provided with the Seller's invoice or through the Vendor Inventory Process (VIP), when applicable. When submitting a manual property listing (not through VIP), submittals will contain, at a minimum, the following data elements for each item fabricated or acquired:

- (a) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of this Contract.
- (b) Quantity received (or fabricated), issued, and balance-on-hand.
- (c) Unit acquisition cost.
- (d) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (e) Unit of measure.
- (f) Accountable contract number or equivalent code designation.
- (g) Location.
- (h) Disposition.
- (i) Posting reference and date of transaction.
- (j) Date placed in service.

2. PROVIDED PROPERTY—NON-GOVERNMENT PRIME

If Buyer provides property of its Customer, other than the Government, to Seller, such Customer's property will be subject to the provisions regarding Customer's property in the Customer Contract Requirements (CCR) governing this Contract, or in the absence of such provisions in the CCR, to

the provisions regarding Buyer's property in General Provisions section of this Contract. If Buyer provides Buyer's property to Seller under this Contract, such Buyer's property will be subject to the provisions regarding Buyer's property in the General Provisions section of this Contract.

3. PROVIDED PROPERTY—GOVERNMENT PRIME

If this Contract is issued under Buyer's prime contract with a Government Customer, Seller shall manage Provided Property in its possession and control from acquisition to relief of stewardship consistent with the requirements of Federal Acquisition Regulation (FAR) 52.245-1 or the Government property clause incorporated in the customer contract as referenced in the CCR. Seller shall include the substance of this clause in all subcontracts under which Provided Property is acquired or furnished.

4. MANAGEMENT OF PROVIDED PROPERTY

Seller further agrees to the following requirements of this Contract which are necessary for Buyer to comply with its obligations for the management of Provided Property under its prime contract or higher subcontract:

- (a) Use of Provided Property
 - (1) Seller shall use Provided Property, either furnished or acquired under this Contract, only for performing this Contract, unless otherwise provided for in this Contract and approved by Buyer in writing.
 - (2) Seller shall not cannibalize Provided Property unless otherwise provided for in this Contract and approved by Buyer in writing.
- (b) Delivery of Provided Property
 - (1) In the event Provided Property is not delivered to Seller by the dates stated in this Contract or Provided Property is received in a condition not suitable for its intended use, Buyer shall, upon Seller's written request, advise Seller on a course of action to remedy the problem.
 - (2) In the event Provided Property is furnished in an "as-is" condition, any repairs, replacement, and/or refurbishment shall be at Seller's expense.
 - (3) Buyer may by written notice increase or decrease the amount of Provided Property under this Contract, substitute other Provided Property, or withdraw authority to use Provided Property under this Contract.
- (c) Seller Plans and Systems
 - (1) Seller shall furnish a written statement to Buyer containing all relevant facts if overages, shortages or damages or other discrepancies are discovered upon receipt of Provided Property.
 - (2) Unless otherwise directed by Buyer, Seller shall investigate and promptly furnish a written narrative of all incidents of loss of Provided Property to Buyer as soon as the facts become known.
 - (3) Seller shall disclose and report to Buyer the need for replacement and/or capital rehabilitation of Provided Property.
 - (4) Seller shall promptly perform and report to Buyer Provided Property for the purposes of contract closeout.

- (5) Seller shall disclose any findings or results of reviews, analyses and assessments that may affect Buyer's rights under this article.
- (d) Systems Analysis
- (1) Buyer and Government shall have access to Seller's premises and all Provided Property, at reasonable times, for the purposes of reviewing, inspecting and evaluating Seller's property management plan(s), systems, procedures, records, reports and supporting documentation that pertain to Provided property accountable to Buyer.
- (2) In the event Buyer identifies a deficiency or inadequacy relating to Seller's management of Provided Property accountable to this Contract, Seller shall prepare a corrective action plan when requested by Buyer and take all necessary corrective actions as specified within the corrective action plan.
- (e) Seller Liability for Provided Property.
- Seller shall take all reasonable actions necessary to protect Provided Property from loss. Seller shall separate damaged and undamaged Provided Property, and take such other action as Buyer directs.
- In the event Seller's Property Management System does not meet the requirements of this purchase contract, Buyer may revoke limited risk of loss liability when applicable, at no cost to Buyer.
- (f) Other
- (1) If Seller's property management system is reviewed by the Government, Seller shall provide Buyer a copy of Seller's Government system status letter indicating status of Seller's property control system and any supporting documentation if applicable. If Seller's property-control system is not reviewed by the Government, Seller must make available one of the following:
- a. Seller's property-management plan; or
- b. Seller's current property-control procedures.
- (2) Seller shall promptly notify Buyer in writing of Seller's relocation, name change or discontinuance of business as soon as such condition/s are known.
- (3) If Seller intends to relocate, no Provided Property may be moved to the new location without Buyer's prior written authorization.
- (4) Buyer may provide property identification numbered stickers or metal tags for affixing to Provided Property acquired or fabricated under this Contract. Seller will promptly affix the stickers or tags to Provided Property. (4) Reports, documents, inventories and correspondence referring to Provided Property will include Buyer's property identification number as part of the descriptive data.
- (g) Virtual Unique Item Identifier (UII) marking may be utilized unless otherwise specified in this Contract. Seller will ensure that items delivered to the Department of Defense (DoD) conform to UII requirements. Marking is required when 252.245-7001 is incorporated in this contract. Seller is responsible for notifying Buyer when it receives Government property which does not have a UII marking/label and/or a virtual UII annotated on a DD Form 1149 Requisition and Invoice/Shipping Document when applicable.

(h) NASA only

If this Contract is entered into under a prime contract with the National Aeronautics and Space Administration (NASA), the following financial reporting requirements will apply:

- (1) Financial reporting of Government property in the possession of Seller (and its sub-tier suppliers), or for which Seller has responsibility, shall be performed, recorded, and reported as set forth within the applicable Supplier Data Requirements List (SDRL). Frequency and data submittal of the reporting requirements will be agreed upon by Seller and Buyer's Property Management organization and documented by the SDRL.
- (2) Seller shall comply with requirements outlined in the following Procurement Information Circulars (PIC):
 - (a) 03-14; Contract Modification for Interim Property Information (Quarterly Reporting)
 - (b) 03-18; Instructions for Preparing NASA Form 1018 (NF1018) and a Class Deviation to the Requirements of NFS 1852.245-73(c) (Annual Reporting)
 - (c) 04-12; Contract Modifications for Monthly Property Financial Reporting
 - (d) 05-07; Documentation Requirement for Government Furnished Property (GFP)

(i) Communication

Seller shall consult with Buyer on any unique property circumstances or requirements not covered by this article. All communications required under this article shall be in writing.

5. PROVIDED PROPERTY AUTHORIZED FOR USE IN THE PERFORMANCE OF THIS CONTRACT.

Provided Property may be identified in clause D001, D501, M425 or M100; or funded as a fabrication /acquisition item(s) on this contract; or identified below.

Such Provided Property may not be used in support of any other contract unless specifically authorized by Buyer⁹ and identified within this E000 or equivalent terms and conditions of the subsequent contract.

Any additional property provided during the performance of this contract will be subsequently added to this Contract.

a) Property currently in the possession of the Seller: _____

b) Property to be furnished to the Seller: _____