

**IDS Terms and Conditions Guide**  
**Section D**

**Clause Number: D010M**  
**Effective 06/09/2005**  
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**BUYER FURNISHED ITEMS**

1. All designs, tools, patterns, drawings, specifications, and any other information, materials for equipment, etc., furnished by Buyer to Seller for use in the manufacture of the items shall remain Buyer's property. Seller shall be fully responsible for all property upon delivery to Seller until redelivery thereof to Buyer, and shall promptly, upon completion of the work, deliver all such property and productions therefrom to Buyer, or if Buyer demands delivery of same prior to completion of the work, Seller shall deliver such property and productions to Buyer in accordance with the terms of said demand.

Notwithstanding the foregoing, Seller may produce articles or materials for direct sale to the U.S. Government where the U.S. Government has the right to use the equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer which are required to produce such articles or materials.

2. Seller agrees that the drawings, special tooling and technical data furnished by Buyer is proprietary to Buyer for its exclusive use. Seller further agrees that production, overhaul or sale of material using these proprietary drawings, data or tooling for or to anyone other than Buyer is expressly forbidden without prior written consent of the Buyer's procurement agent.
3. If a Government prime contract number is referenced on the face of this Purchase Contract and in the event the Seller receives a request for information or solicitation for an offer from the U.S. Government which would require the use of the drawings, special tooling or technical data contained in item 2, above, for sales to the U.S. Government, Seller shall immediately notify Buyer. Buyer shall advise Seller whether the request for information or solicitation calls for items or concerns a subject in which Buyer claims proprietary rights.

Seller may use the drawings, data and/or tooling to the extent that the U.S. Government claims "unlimited" or "Government purpose" rights under any prime contract for the purposes of responding to requests for information or sales directly to the U.S. Government, unless Seller is notified by Buyer that it disputes a Government claim to such "unlimited" or "Government purpose" rights.