

Rev. FERMILAB-FURNISHED PROPERTY
(Short Form)

- (a) Fermilab shall deliver to the Subcontractor at the time and locations stated in this subcontract, the Fermilab-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Subcontractor, Fermilab shall equitably adjust affected provisions of this subcontract in accordance with the Changes clause when -
 - (1) The Subcontractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Fermilab-furnished property shall remain in the Government. The Subcontractor shall use the Fermilab-furnished property only in connection with this subcontract. The Subcontractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Fermilab inspection at all reasonable times.
- (c) Upon delivery of Fermilab-furnished property to the Subcontractor, the Subcontractor assumes the risk and responsibility for its loss or damage, except -
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in performing this subcontract; or
 - (3) As otherwise provided for by the provisions of this subcontract.
- (d) Upon completing this subcontract, the Subcontractor shall follow the instructions of Fermilab regarding the disposition of all Fermilab-furnished property not consumed in performing this subcontract or previously delivered to Fermilab. The Subcontractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Fermilab-furnished property, as may be directed or authorized by Fermilab. The net proceeds of any such disposal shall be credited to the subcontract price or shall be paid to Fermilab as directed by Fermilab.