(End of clause)

3052.228–92 Fair market value of aircraft (USCG).

As prescribed in USCG guidance at (HSAR) 48 CFR 3028.306–90(a) and (c), insert the following clause:

FAIR MARKET VALUE OF AIRCRAFT (DEC 2003)

For purposes of the clause entitled ''Loss of or Damage to Leased Aircraft,'' the fair market value of the aircraft to be used in the performance of this contract shall be the lesser of the two values set out in paragraphs (a) and (b) below:

(a) $_____; or

(b) If the contractor has insured the same aircraft against loss or destruction in connection with other operations, the amount of such insurance coverage on the date of the loss or damage for which the Government may be responsible under this contract.

(End of clause)

3052.228–93 Risk and indemnities (USCG).

As prescribed in USCG guidance at (HSAR) 48 CFR 3028.306–90(a) and (d), insert the following clause:

RISK AND INDEMNITIES (DEC 2003)

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

(End of clause)

3052.231–70 Precontract costs.

As prescribed in (HSAR) 48 CFR 3031.205–32, insert the following clause:

PRECONTRACT COSTS (DEC 2003)

The Contractor shall be entitled to reimbursement for pre-contract costs incurred on or after _____ in an amount not to exceed $_____ that, if incurred after this contract

had been entered into, would have been reimbursable under this contract.

(End of clause)

3052.235–70 Dissemination of information—educational institutions.

As prescribed in (HSAR) 48 CFR 3035.70–2, insert the following clause:

DISSEMINATION OF INFORMATION—
EDUCATIONAL INSTITUTIONS (DEC 2003)

(a) The Department of Homeland Security (DHS) desires widespread dissemination of the results of funded non-sensitive research. The Contractor, therefore, may publish (subject to the provisions of the ''Data Rights'' and ''Patent Rights'' clauses of the contract) research results in professional journals, books, trade publications, or other appropriate media (a thesis or collection of theses should not be used to distribute results because dissemination will not be sufficiently widespread). All costs of publication pursuant to this clause shall be borne by the Contractor and shall not be charged to the Government under this or any other Federal contract.

(b) Any copy of material published under this clause shall contain acknowledgment of DHS's sponsorship of the research effort and a disclaimer stating that the published material represents the position of the author(s) and not necessarily that of DHS. Articles for publication or papers to be presented to professional societies do not require the authorization of the Contracting Officer prior to release. However, a printed or electronic copy of each article shall be transmitted to the Contracting Officer at least two weeks prior to release or publication.

(c) Publication under the terms of this clause does not release the Contractor from the obligation of preparing and submitting to the Contracting Officer a final report containing the findings and results of research, as set forth in the schedule of the contract.

(End of clause)

3052.236–70 Special precautions for work at operating airports.

As prescribed in (HSAR) 48 CFR 3036.570, insert the following clause:

SPECIAL PRECAUTIONS FOR WORK AT
OPERATING AIRPORTS (DEC 2003)

(a) When work is to be performed at an operating airport, the Contractor must arrange its work schedule so as not to interfere with