31.205–23 Losses on other contracts.

An excess of costs over income under any other contract (including the contractor’s contributed portion under cost-sharing contracts) is unallowable.

31.205–24 [Reserved]

31.205–25 Manufacturing and production engineering costs.

(a) The costs of manufacturing and production engineering effort as described in 1) through 4) below are all allowable:

1. Developing and deploying new or improved materials, systems, processes, methods, equipment, tools and techniques that are or are expected to be used in producing products or services;
2. Developing and deploying pilot production lines;
3. Improving current production functions, such as plant layout, production scheduling and control, methods and job analysis, equipment capabilities and capacities, inspection techniques, and tooling analysis (including tooling design and application improvements); and
4. Material and manufacturing producibility analysis for production suitability and to optimize manufacturing processes, methods, and techniques.

(b) This cost principle does not cover:

1. Basic and applied research effort (as defined in 31.205–18(a)) related to new technology, materials, systems, processes, methods, equipment, tools and techniques. Such technical effort is governed by 31.205–18. Independent research and development costs and bid and proposal costs; and
2. Development effort for manufacturing or production materials, systems, processes, methods, equipment, tools and techniques that are intended for sale is also governed by 31.205–18.

(c) Where manufacturing or production development costs are capitalized or required to be capitalized under the contractor’s capitalization policies, allowable cost will be determined in accordance with the requirements of 31.205–11, Depreciation.

31.205–26 Material costs.

(a) Material costs include the costs of such items as raw materials, parts, subassemblies, components, and manufacturing supplies, whether purchased or manufactured by the contractor, and may include such collateral items as inbound transportation and in-transit insurance. In computing material costs, the contractor shall consider reasonable overruns, spoilage, or defective work (unless otherwise provided in any contract provision relating to inspecting and correcting defective work).

(b) The contractor shall—

1. Adjust the costs of material for income and other credits, including available trade discounts, refunds, rebates, allowances, and cash discounts, and credits for scrap, salvage, and material returned to vendors; and
2. Credit such income and other credits either directly to the cost of the material or allocate such income and other credits as a credit to indirect costs. When the contractor can demonstrate that failure to take cash discounts was reasonable, the contractor does not need to credit lost discounts.