

**1352.228-74**

(1) Credited to the Government in determining the amount of the Government's liability; or

(2) For an increment of value of the aircraft beyond the value for which the Government is responsible.

(e) In the event of loss of or damage to the aircraft, the Government shall be subrogated to all rights of recovery by the contractor against third parties for such loss or damage and the contractor shall promptly assign such rights in writing to the Government.

(End of clause)

[75 FR 10570, Mar. 8, 2010; 75 FR 14496, Mar. 26, 2010]

**1352.228-74 Fair market value of aircraft.**

As prescribed in 48 CFR 1328.310-70(e) and 48 CFR 1328.310-70(g) insert the following in all applicable contracts for leased aircraft:

FAIR MARKET VALUE OF AIRCRAFT (APR 2010)

For purposes of the clause entitled "Loss of or Damage to Leased Aircraft," it is agreed that 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) of this clause:

(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 is the maximum amount for which the Government may be responsible under this contract.

(End of clause)

[75 FR 10570, Mar. 8, 2010; 75 FR 14496, Mar. 26, 2010]

**1352.228-75 Risk and indemnities.**

As prescribed in 48 CFR 1328.310-70(e) and 48 CFR 1328.310-70(h), insert the following in all applicable contracts for leased aircraft:

RISK AND INDEMNITIES (APR 2010)

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,

**48 CFR Ch. 13 (10-1-10 Edition)**

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.

[75 FR 10570, Mar. 8, 2010; 75 FR 14496, Mar. 26, 2010]

**1352.228-76 Approval of group insurance plans.**

As prescribed in 48 CFR 1328.310-70(i), insert the following clause:

APPROVAL OF GROUP INSURANCE PLANS (APR 2010)

Under cost-reimbursement contracts, before buying insurance under a group insurance plan, the contractor shall submit the plan for approval to the Contracting Officer. Any change in benefits provided under an approved plan that can reasonably be expected to increase significantly the cost to the Government shall require similar approval.

(End of clause)

[75 FR 10570, Mar. 8, 2010; 75 FR 14496, Mar. 26, 2010]

**352.231-70 Precontract costs.**

As prescribed in 48 CFR 1331.205-32, insert the following clause:

PRECONTRACT COSTS (APR 2010)

The contractor is entitled to reimbursement for allowable, allocable, and reasonable costs incurred during the period of \_\_\_\_\_ to the award date of this contract in an amount not to exceed \$ \_\_\_\_\_.

(End of clause)

[75 FR 10570, Mar. 8, 2010; 75 FR 14496, Mar. 26, 2010]

**1352.231-71 Duplication of effort.**

As prescribed in 48 CFR 1331.205-70, insert the following clause:

DUPLICATION OF EFFORT (APR 2010)

The contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contract