52.223-3 Hazardous Material Identification and Material Safety Data.

As prescribed in 23.303 , insert the following clause:

Hazardous Material Identification and Material Safety Data (Feb 2021)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The *offeror must* list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material *shall* be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information *shall* also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list *must* be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful *offeror* agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data *shall* be submitted in accordance with Federal Standard No.313, whether or not the apparently successful *offeror* is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award *may* result in the apparently successful *offeror* being considered nonresponsible and *ineligible* for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor *shall* promptly notify the *Contracting Officer* and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government *shall* relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause *shall* relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they *may* be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

Alternate I (July 1995). If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2), the Contractor *shall* prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor *shall* include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each *shipment*. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of *shipments* by consignees, if authorized *in writing* by the *Contracting Officer*.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor *shall* provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's *must* be placed in a weather resistant envelope.

Parent topic: 52.223 [Reserved]