

80JSC022DA023_xEVAS Flowdowns_08-29-2023
U.S. Government / NASA Prime Contract Flowdown Clauses

Prime Contract Number: 80JSC022DA023
Solicitation Number: 80JSC021R0006
Date of Creation (Update): August 29, 2023
DPAS Rating: DO-C9

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer's Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier's Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

I. CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES:

CLAUSE	TITLE & DATE
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

CLAUSE	TITLE & DATE
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.210-1	MARKET RESEARCH (JUN 2020)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 2020)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)
52.216-18	ORDERING (AUG 2020)
52.216-19	ORDER LIMITATIONS (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995)
52.216-32	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019)
52.216-90	IDIQ MINIMUM AND MAXIMUM ORDERING LIMITS (NOV 2018)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	EQUAL OPPORTUNITY (SEP 2016)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.222-99	ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (NOV 2020)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (MAY 2011)
52.223-6	DRUG FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.224-3	PRIVACY TRAINING (JAN 2017)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)

CLAUSE	TITLE & DATE
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-3	PATENT INDEMNITY (APR 1984)
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (APR 2015)
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014) (Deviation) (ALT I) (DEC 2007) (ALT II) (DEC 2007) (ALT III) (DEC 2007) (As Modified by NFS 1852.227-14, Rights in DATA – General (APR 2015)
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.233-1	DISPUTES WITH ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.243-1	CHANGES - FIXED PRICE (AUG 1987)
52.243-7	NOTIFICATION OF CHANGES (JAN 2017)
52.244-2	SUBCONTRACTS (JUN 2020)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)
52.245-1	GOVERNMENT PROPERTY (JAN 2017)
52.245-1 ALT 1	GOVERNMENT PROPERTY ALT 1 (APR 2012)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)

CLAUSE	TITLE & DATE
52.246-26	REPORTING NONCONFORMING ITEMS (JUN 2020)
52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003)
52.248-1	VALUE ENGINEERING (JUN 2020)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (NFS):

CLAUSE	TITLE & DATE
1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
1852.203-71	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)
1852.211-70	PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)
1852.215-84	OMBUDSMAN & ALT I (JUNE 2000) (NOV 2011)
1852.216-78	FIRM FIXED PRICE (DEC 1988)
1852.216-80	TASK ORDERING PROCEDURE (OCT 1996)
1852.219-73	SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1999)
1852.219-75	INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)
1852.219-77	NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015)
1852.219-79	MENTOR REQUIREMENTS AND EVALUATION (APR 2015)
1852.223-70	SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)
1852.223-72	SAFETY AND HEALTH (SHORT FORM) (JUL 2015)
1852.223-74	DRUG AND ALCOHOL-FREE WORKFORCE (NOV 2015)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000)
1852.225-71	RESTRICTIONS ON FUNDING ACTIVITIES WITH CHINA (FEB 2012)
1852.227-14	RIGHTS IN DATA - GENERAL (APR 2015)
1852.227-70	NEW TECHNOLOGY - OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)
1852.227-72	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)
1852.227-88	GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)

CLAUSE	TITLE & DATE
1852.228-78	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)
1852.232-77	LIMITATION OF FUNDS (FIXED PRICE CONTRACT) (MAR 1989)
1852.232-80	SUBMISSION OF VOUCHERS FOR PAYMENT (APR 2018)
1852.237-70	EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)
1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.239-74	INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION) (JAN 2020)
1852.242-72	DENIED ACCESS TO NASA FACILITIES (OCT 2015)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
1852.245-71	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018)
1852.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017)
1852.245-74	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)
1852.245-75	PROPERTY MANAGEMENT CHANGES (JAN 2011)
1852.245-76	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)
1852.246-73	HUMAN SPACE FLIGHT ITEM (MAR 1997)
1852.246-74	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (SEP 2020)

JOHNNON SPACE CENTER (JSC):

CLAUSE	TITLE & DATE
JSC 52.204-92	NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (FEB 2021)
JSC 52.216-90	IDIQ MINIMUM AND MAXIMUM ORDERIN LIMITS (NOV 2018)
JSC 52.219-90	SMALL BUSINESS SUBCONTRACTING GOALS (OCT 2006)
JSC 52.223-94	ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS AND HAZARDOUS MATERIALS (AUG 2020)

II. CLAUSES INCORPORATED IN FULL TEXT:

The following provisions are provided in full text and form a part of this document.

A. FAR CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause— “Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information. “Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments. “Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009). “Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502). “Safeguarding” means measures or controls that are prescribed to protect information systems. (b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls: (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems). (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute. (iii) Verify and control/limit connections to and use of external information systems. (iv) Control information posted or processed on publicly accessible information systems. (v) Identify information system users, processes acting on behalf of users, or devices. (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems. (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse. (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals. (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices. (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems. (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks. (xii) Identify, report, and correct information and information system flaws in a timely manner. (xiii) Provide protection from malicious code at appropriate locations within organizational information systems. (xiv) Update malicious code protection mechanisms when new releases are available. (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed. (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556. (c) Subcontracts. The Contractor shall include the substance of this

clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)

- (a) Definitions. "Bureau of Land Management", as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545. "Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at <https://www.blm.gov/programs/energy-and-minerals/helium/partners>. "Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.
- (b) Requirements- (1) Contractors must purchase major helium requirements from Federal helium suppliers to the extent that supplies are available. (2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier- (i) The name of the supplier; (ii) The amount of helium purchased; (iii) The delivery date(s); and (iv) The location where the helium was used.
- (c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of Clause)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALT IV) (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: The Contractor shall submit "Data Other Than Certified Cost or Pricing Data" as defined in FAR 2.101, if required by the Contracting Officer as part of the Contractor's proposal to support any contract price adjustments. This data may be requested such as in the case when the Contracting Officer issues a Request for Task Order Proposal from a single Contractor under this contract. The Contracting Officer will use this data to determine if the proposed prices for any task orders are fair and reasonable in accordance with FAR 15.4. The types of data other than certified cost and pricing data that may be required to be included in the proposal associated with these task orders could include: (1) Prior sales, catalog pricing and discounts. (2) Other information such as: hours by labor category, historical, current and projected labor hours and rates, prime Contractor and subcontractor cost/price analyses, or historical material (non-labor) purchases. (3) Additional data not included in (a) or (b) that is considered Other Than Certified Cost or Pricing Data.

(End of Clause)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) (ALT IV) (OCT 2010)

(a) Submission of certified cost or pricing data is not required. (b) Provide data described below: The Contractor shall submit "Data Other Than Certified Cost or Pricing Data" as defined in FAR 2.101, if required by the Contracting Officer as part of the Contractor's proposal to support any contract price adjustments. This data may be requested such as in the case when the Contracting Officer issues a contract modification, a change order in accordance with the I.1 Clause FAR 52.243- 1, Changes – Fixed Price, with its Alternate I or a modification to a task order. The Contracting Officer will use this data to determine if the proposed prices for any task orders are fair and reasonable in accordance with FAR 15.4. The types of data other than certified cost and pricing data that may be required to be included in the proposal associated with these task orders could include: (1) Prior sales, catalog pricing and discounts. (2) Other information such as: hours by labor category, historical, current and projected labor hours and rates, prime Contractor and subcontractor cost/price analyses, or historical material (non-labor) purchases. (3) Additional data not included in (a) or (b) that is considered Other Than Certified Cost or Pricing Data.

(End of Clause)

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the "Award Date" in block 33 of the Standard Form 33 through a period of ten years after the same date. (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control. (c) A delivery order or task order is considered "issued" when— (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail; (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either— (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or (ii) Distributes the delivery order or task order via email to the Contractor's email address. (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. (b) Maximum order. The Contractor is not obligated to honor- (1) Any order for a single item in excess of \$400,000,000; (2) Any order for a combination of items in excess of \$800,000,000; or (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section. (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that

requirement exceeds the maximum- order limitations in paragraph (b) of this section. (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of Clause)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 20-02A)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in— (1) Israel, and the anticipated value of the acquisition is \$50,000 or more; (2) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or (3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more. (b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials. (c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations: (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products. (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury. (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes. (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.) (d) Remedies. (1) The Contracting Officer may terminate the contract. (2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4. (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of Clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) Definitions. As used in this clause- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition

Regulation (FAR)22.1301. (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans. (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities. (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

FAR 52.222-99 COMBATING RACE AND SEX STEREOTYPING (DEVIATION 20- 09) (NOV 2020)

(a) Definitions. As used in this clause—“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex. “Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 also apply to E.O. 13950. See FAR 22.807.

(c) Compliance with E. O. 13950, Combating Race and Sex Stereotyping. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that— (1) One race or sex is inherently superior to another race or sex; (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (5) An individual's moral character is necessarily determined by his or her race or sex; (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of

the same race or sex; (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by a particular race to oppress another race.

(d) Notice. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment. NOTICE E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that— (1) One race or sex is inherently superior to another race or sex; (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (5) An individual's moral character is necessarily determined by his or her race or sex; (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by a particular race to oppress another race. For use in this notice, the terms— "Race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and "Race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202- 343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of Notice)

(e) Noncompliance. If the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E. O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E. O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246 and E.O. 13950, as amended, so that these terms and conditions of this clause will be binding upon each subcontractor. (2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of Clause)

**FAR 52.223-3 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. [Offeror Fill-in] [Offeror Fill-in]
- (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)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) / AS MODIFIED BY 1852.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (APR 2015)

- (a) As used in this clause- "Invention" means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.) "Made" means-(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or (2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics. "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute. "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms. "Subject invention" means any invention of the Contractor made in the performance of work under this contract.
- (b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause. (2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains. (ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).
- (c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use. (2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid

patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period. (3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order. (4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause. (5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>. (6) In addition to the above, the Contractor shall provide the New Technology Representative identified in this contract at 1852.227-72 the following: (i) An interim new technology summary report every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, listing all subject inventions required to be disclosed during the period or certifying that there were none. (ii) A final new technology summary report, within 3 months after completion of the contracted work, listing all subject inventions or certifying that there were none. (iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents. (iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.

- (d) Government's rights- (1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention- (i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times. (ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country. (iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention. (2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.
- (e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to- (i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the

Contractor elects to retain ownership; and (ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country. (iii) The Contractor shall, through employee agreements or other suitable Contractor policy, require that its employees "will assign and do hereby assign" to the Contractor all right, title, and interest in any subject invention under this Contract. (2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars. (3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office. (4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

- (f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.
- (g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

- (h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.
- (i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall- (1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor; (2) Share royalties collected on a subject invention with the inventor, including Federal employee coinventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35U.S.C.202(e) and 37 CFR 401.10; (3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and (4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. (5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.
- (j) For the purposes of this clause, communications between the Contractor and the Government shall be as specified in the NASA FAR Supplement at 1852.227-72, Designation of New Technology Representative and Patent Representative.
- (k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization. (2) The Contractor shall include the clause in the NASA FAR Supplement at 1852.227- 70, New Technology-Other than a Small Business Firm or Nonprofit Organization, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization. At all tiers, the New Technology-Other than a Small Business Firm or Nonprofit Organization clause shall be modified to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause. (3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions. (4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual

obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of Clause)

FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) (DEVIATION) (ALT I) (DEC 2007) (ALT II) (DEC 2007) (ALT III) (DEC 2007) (AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL (APR 2015))

(a) Definitions. As used in this clause— “Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software. “Computer software”— (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled. (2) Does not include computer databases or computer software documentation. “Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software. “Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. “Developed with mixed funding” means development was accomplished partially at private expense. It includes development in which the Government’s contribution is not readily segregable for any work element to be performed under this contract. “Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software. “Government purpose” means any activity in which the U. S. Government is a party, including, but not limited to, cooperative activities with international or multi- national organizations, or sales, barter, or transfers by the U. S. Government to foreign governments or international organizations. Government purpose includes competitive procurement. “Government purpose rights” means the rights to (i) Use, modify, reproduce, manufacture, release, perform, display, or disclose data within the Government without restriction; and (ii) Release or disclose data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, manufacture, release, perform, display, or disclose that data for U. S. Government purposes. “Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause. “Limited rights data” means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. “Minor modification” means a modification that does not significantly alter the nongovernmental function or essential physical characteristics of an item or component or change the purpose of a process or software. “Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer

software. "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software. "Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116). "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Unlimited rights in data. Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in— (i) Data first produced in the performance of this contract exclusively at Government expense, except to the extent such data constitute minor modifications to data that are limited rights data or restricted computer software; (ii) Form, fit, and function data delivered under this contract; (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; (iv) All other data delivered under this contract unless provided otherwise for data identified with Government purpose rights in accordance with paragraph (g)(5) of this clause or for limited rights data or restricted computer software in accordance with paragraph (g) of this clause; and (v) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with - (A) Government purpose rights or limited rights and the restrictive period or condition(s) has/have expired; or (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired. (2) Government Purpose Rights in Data. (i) Except when the Government is entitled to unlimited rights in data as provided in section (b)(1) of this clause, the Government shall have government purpose rights for the duration of this contract, or such other period as may be negotiated, in— (A) Data that are developed with mixed funding in the performance of this contract; and (B) Data that are corrections or changes to data furnished to the Contractor by the Government. (ii) The Government shall not release or disclose data in which it has government purpose rights unless— (A) Prior to release or disclosure, the intended recipient is subject to a non-disclosure agreement; or (B) The recipient is a Government contractor, recipient, grantee, or partner receiving access to the data under suitable protective conditions for the performance of a Government contract, cooperative agreement, grant, or other transaction of the Government. (iii) The Contractor has the exclusive right, including the right to license others, to use for any commercial purpose data in which the Government has obtained government purpose rights under this contract during the time period specified in the Government purpose rights legend prescribed in paragraph (g)(5) of this clause. (3) The Contractor shall have the right to— (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause; (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause; (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause. (4) There shall be a presumption that minor

modifications to data identified as Limited Rights Data or Restricted Computer Software pursuant to Clause H.26, Identification and Representation of Data with Restrictive or Limiting Markings, comprise limited rights data or restricted computer software. (5) Data delivered under this contract, in which the Government previously obtained less than limited rights or restricted rights, of another contract or agreement, comprises limited rights data or restricted computer software under this contract.

(c) Copyright— (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract. (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number). (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government. (iv) The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's nonexclusive worldwide license in the copyright.

FIGURE I.16-001, GOVERNMENTS RIGHTS NOTICE Government Rights Notice This work was authored by employees of [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and Exploration Extravehicular Activity Services (xEVAS) SOLICITATION No. 80JSC021R0006 PART II – CONTRACT CLAUSES Section I Page 165 xEVAS perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)

Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor— (i) Identifies the data; and (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract. (3) Removal of copyright notices. The Government will not remove any

authorized copyright notices placed on data pursuant to this paragraph (c) and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except— (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations); (2) As expressly set forth in this contract; or (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer. (4) (i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification. (ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission. (iii) (If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings. (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings; (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions. (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer

be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed. (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary, to respond to a request thereunder. (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data. (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor— (i) Identifies the data to which the omitted notice is to be applied; (ii) Demonstrates that the omission of the notice was inadvertent; (iii) Establishes that the proposed notice is authorized; and (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice. (3) If data has been marked with an incorrect notice, the Contracting Officer may— (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or (ii) Correct any incorrect notices.

(g) Protection of limited rights data, restricted computer software, and data identified as Government Purpose Rights. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall— (i) Identify the data being withheld; and (ii) Furnish form, fit, and function data instead. (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software. (3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

FIGURE I.16-002, LIMITED RIGHTS NOTICE Limited Rights Notice (Dec 2007) (Deviation) (a) These data are submitted with limited rights under Government Contract No.____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government to support service contractors and/or pursuant to agreements and contracts related to human exploration such as the ISS, Gateway, or Artemis programs for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: (i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific

contract is a part. (iv) Emergency repair or overhaul work. (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government. (b) This notice shall be marked on any reproduction of these data, in whole or in part. (End of Notice)

(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

FIGURE I.16-003,

RESTRICTED RIGHTS NOTICE Restricted Rights Notice (Dec 2007) (Deviation) (a) This computer software is submitted with restricted rights under Government Contract No. (and subcontract

_____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract. (b) This computer software may be— (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred; (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative; (3) Reproduced for safekeeping (archives) or backup purposes; (4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights; (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and (6) Used or copied for use with a replacement computer. (c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice. (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract. (e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead: FIGURE I.16-004, RESTRICTED RIGHTS NOTICE SHORT FORM Restricted Rights Notice Short Form (Jun 1987) Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract_____, if appropriate) with _____ (name of Contractor and subcontractor). (End of Notice) (iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause. (5) The contractor is authorized to identify data developed with mixed funding as data with Government Purpose Rights. If delivery of data with Government Purpose Rights is required, the Contractor shall affix the following "Government Purpose Rights" Notice to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

FIGURE I.16-005, GOVERNMENT PURPOSE RIGHTS NOTICE Government Purpose Rights Notice (Deviation) The Government's rights in this data include the rights to use, modify, reproduce, manufacture, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, manufacture, release, perform, display, or disclose that data for United States government purposes. The Government's rights in this data shall become unlimited rights on the expiration date in paragraph (b). (b) Expiration Date:____(c) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of Notice)

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer. (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(End of Clause)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 20-03A)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract. (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor. (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act. (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments pursuant to Clause H.10, Payments, Events and Accomplishment Criteria, not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-

based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable. (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request. (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage. (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions: (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause). (2) Performance of this contract is endangered by the Contractor's- (i) Failure to make progress; or (ii) Unsatisfactory financial condition. (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract. (2) "Property," as used in this clause, includes all of the following described items acquired or

produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices: (i) Parts, materials, inventories, and work in process; (ii) Special tooling and special test equipment to which the Government is to acquire title; (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract. (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property. (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer. (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause. (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not- (i) Delivered to, and accepted by, the Government under this contract; or (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause. (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-

based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall- (i) Excuse the Contractor from performance of obligations under this contract; or (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract. (2) The Government's rights and remedies under this clause- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following: (1) The name and address of the Contractor; (2) The date of the request for performance-based payment; (3) The contract number and/or other identifier of the contract or order under which the request is made; (4) Such information and documentation as is required by the contract's description of the basis for payment; and (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment: I certify to the best of my knowledge and belief that- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer; (2) (Except as reported in writing on___), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business; (3) There are no encumbrances (except as reported in writing on___) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title; (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated___; and (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEVIATION 20-03A)

(a) Definitions. As used in this clause— Commercial item and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101. Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(ix) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(x) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(xii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages under Executive Order 13658 (NOV 2020), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION 20-03A), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/browse/index/far>.

- For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

(End of Clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

(End of Clause)

FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any

equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision— "Backhaul", "covered telecommunications equipment or services", "critical technology", "interconnection arrangements", "reasonable inquiry", "roaming", and "substantial or essential component" have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that— (1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror

shall provide the following information as part of the offer: (i) For covered equipment— (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (ii) For covered services—(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment— (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. (ii) For covered services— (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

- (a) Definitions. As used in this provision— “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. “Federal contracts and grants with total value greater than \$10,000,000” means— (1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite- delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple- award Schedules). “Principal” means an officer, director, owner, partner, or a person having primary management or

supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information: (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions: (i) In a criminal proceeding, a conviction. (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more. (iii) In an administrative proceeding, a finding of fault and liability that results in— (A) The payment of a monetary fine or penalty of \$5,000 or more; or (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000. (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision. (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence. (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it (1) Has ☐ filed all Federal tax returns required during the three years preceding the certification; Exploration Extravehicular Activity Services (xEVAS) SOLICITATION No. 80JSC021R0006 PART IV – REPRESENTATIONS AND INSTRUCTIONS Section K Page 284 xEVAS (2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

☐ (1) The Offeror certifies that– (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at

<https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-securityaffairs/bureau-of-arms-control-verification-and-compliance/>; and (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-andinternational-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

☐ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report. (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries. (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation: (i) An inability to certify compliance. (ii) An inability to conclude compliance. (iii) A statement about compliance concerns. (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms

control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns. (4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless— (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has (i) Waived application under 22 U.S.C. 2593e(d) or (e); or (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of Provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a one or more Indefinite-Delivery, Indefinite-Quantity contract(s) resulting from this solicitation.

(End of Provision)

FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that— (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and (2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that— (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and (2) After having conducted due diligence, either— (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of Provision)

FAR 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000) (a)

The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract. (b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern. (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations: (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract. (2) The terms and conditions of the performance-based payments must- (i) Comply with FAR 32.1004; (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis. (3) The terms and conditions of the performance-based financing must be in the best interests of the Government. (d) The offeror's proposal of performance-based payment financing shall include the following: (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts). (2) A listing of- (i) The projected performance-based payment dates and the projected payment amounts; and (ii) The projected delivery date and the projected payment amount. (3) Information addressing the Contractor's investment in the contract. (e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of Provision)

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NASA Lyndon A. Johnson Space Center BG/Christian Gaspard, Contracting Officer Email: cgaspard@nasa.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must

be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) provisions, see <https://www.acquisition.gov/browse/index/far> For NASA FAR Supplement (NFS) provisions, see <http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

(End of Provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

B. NFS CLAUSES INCORPORATED BY FULL TEXT

NFS 1852.245–74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

As prescribed by [1845.107-70](#)(e), insert the following clause.

- (a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that:
 - (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.
 - (b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- (c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:
 - (1) Item Description.
 - (2) Unique Identification Number (License Tag).
 - (3) Unit Price.

- (4) An explanation of the data used to make the unique identification number.
- (d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
- (1) Date originally placed in service.
 - (2) Item condition.
- (e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:
- (f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- NASA Procedural Requirements (NPR) 4100.1, NASA Supply Support and Material Management Updated with Change 1.
- NPR 4200.1, NASA Equipment Management Procedural Requirements.
- NPR 4300.1, NASA Personal Property Disposal Procedural Requirements.
- NPR 4310.1 Artifact Identification and Disposition · JSC Procedural Requirement (JPR) 1281.7 Control of Customer Property
- JPR 1281.15 Identification, Handling, Storage, Packaging, Preservation, and Delivery
- JSC Work Instruction (JWI) 4200.1 Management of Controlled Equipment
- JWI 4210.2 JSC Instructions for Control of Program Stock (formally JSC 26549)
- JWI 4300.1 JSC Instructions for Excess and Disposal of Government Property
- JWI 6050.1 Procedures for Processing Shipments from JSC Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245- 1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b) (1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply: (i) The Contractor's purchase order shall require the vendor to deliver the

property to the installation central receiving area. (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area. (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government. (iv) Contractor use of Government property at an off- site location and offsite subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and Exploration Extravehicular Activity Services (xEVAS) SOLICITATION No. 80JSC021R0006 PART I – THE SCHEDULE Section G Page 91 xEVAS property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors. (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked (☒):

☐ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☐ (2) Office furniture.

☒ (3) Property listed in Attachment J- 14, Installation-Accountable Government Property. (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records. (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☐ (4) Supplies from stores stock.

☐ (5) Publications and blank forms stocked by the installation.

☐ (6) Safety and fire protection for Contractor personnel and facilities.

☐ (7) Installation service facilities: "none".

☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☐ (10) Building maintenance for facilities occupied by Contractor personnel.

☐ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017)

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b) (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018. Exploration Extravehicular Activity Services (xEVAS) SOLICITATION No. 80JSC021R0006 PART I – THE SCHEDULE Section G Page 92 xEVAS (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Industrial Property Officer and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
- (c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31st. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31st. (2) Some activity may be estimated for the month in which the report is submitted, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action. (3) In addition to an annual report, if at any time during performance of the contract, NASA-owned property in the custody of the Contractor has a value of \$10 million or more, the Contractor shall also submit a report no later than the 21st of each month in accordance with the requirements of paragraph (c)(2) of this clause. (4) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71, any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

- (d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of Clause)

NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified in Attachment J-13, Government-Furnished Property and Data/Information, of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at Contractor facilities and other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of Clause)

NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data: (1) A functional description of the work identifying the objectives or results desired from the contemplated task order. (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met. (3) If required, a request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following: (1) Date of the order. (2) Contract number and order number. (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task. (4) Performance standards, and where appropriate, quality assurance standards. (5) Maximum dollar amount authorized (price). This includes allocation of award fee among award fee periods, if applicable. (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized. (7) Delivery/performance schedule including start and end dates. (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

NFS 1852.225-70 EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at a NASA installation, where the foreign person will have access to exportcontrolled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITARcontrolled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

NFS 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of items CLIN 1, CLIN 2, CLIN 3, and CLIN 4, the sum of \$TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

(b) SCHEDULE FOR ALLOTMENT OF FUNDS

(c) Date TBD Amounts TBD

(d) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) if this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to

paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding. (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD. (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract. (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it. (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties. (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause. (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

STATEMENT ON WAIVER OF RIGHTS TO INVENTIONS

The xEVA systems certified and used under this contract will be commercially developed, and the developers may pursue other commercial uses of their systems outside of this contract. NASA has determined that the interest of the United States would be served by waiving to the Contractor, in accordance with 51 U.S.C. 20135(g), rights to inventions or class of inventions made by the Contractor in the performance of this contract. Therefore, upon petition submitted by the Contractor, as set forth in NFS 1852.227-70, New Technology, NASA will waive such rights to the Contractor. (End of Clause)

NFS 1852.235-71, KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall— (1) Notify the Contracting Officer reasonably in advance; and (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and facilities listed below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities. The list of personnel who are assigned to the key positions and the organizational structure shall be kept up to date with the Contracting Officer and COR at program reviews.

Position Key Personnel (Name) xEVAS Program Manager (or equivalent): [Offeror Fill-in]

(End of Clause)

REQUIREMENTS FOR DATA OTHER THAN CERTIFIED COST OR PRICING DATA

NASA has waived the Certified Cost or Pricing Data required per FAR 15.403-4. "Certified Cost or Pricing Data" means cost or pricing data that is required to be submitted in accordance with FAR 15.403-4 and 15.403-5 and have been certified, or are required to be certified, in accordance with 15.406-2. Certified Cost or Pricing Data will not be required for contract modifications and task orders of any amount under this contract. In lieu of Certified Cost or Pricing Data, the Contractor shall submit "Data Other Than Certified Cost or Pricing Data" as defined in FAR 2.101, if required by the CO as part of the Contractor's proposal to support any contract price adjustments. This data may be requested such as in the case when the CO issues a contract modification, a change order in accordance with the Changes clauses in Clause I.1 or any Request for Task Order Proposal issued under this contract.

(End of Clause)

NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) (DEVIATION)

- (a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.
- (c) Definitions. (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information. (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract. (3) IT Security Management Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract. (4) IT Security Plan. This is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.
- (d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the

Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

- (f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of Clause)

NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012) (DEVIATION)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and nondevelopmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

NFS 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (JAN 2020) (DEVIATION)

(a) Definitions, as used in this clause. "Acquire" means to procure with appropriated funds by and for the use of NASA through purchase or lease. "Covered foreign country" means the People's Republic of China. "Covered telecommunications equipment or services" means- • Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); • For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); • Telecommunications or video surveillance services provided by such entities or using such equipment; or • Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. "Information Technology (IT) System" is defined as any equipment or system that is used in the

acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, "Standards for Security Categorization of Federal Information and Information Systems" to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.

(c) The Contractor shall provide the following information for any IT system, or component thereof, or covered telecommunications equipment or services to be provided in performance of the contract: (1) A brief description of the item(s). (2) The vendor/manufacturer's company name and address. (3) If known, the vendor/manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable),] to the NASA HQ OCIO OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services unless the HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered telecommunications equipment or service to be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of Clause)

NFS 1852.225-72 RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (FEB 2012) (DEVIATION)

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned

company with funds appropriated on or after April 25, 2011. Contracts for commercial and nondevelopmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of Provision)

NFS 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent successful offeror(s) must submit the complete plan within 30 calendar days after request by the Contracting Officer.

(End of Provision)

NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (April 2012), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

1852.246-73 Human space flight item.

As prescribed in [1846.370](#), insert the following clause:

Human Space Flight Item (MAR 1997)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

“FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER.”

(End of clause)

NFS 1852.245–74 Identification and Marking of Government Equipment (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of DataMatrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying DataMatrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item’s operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format: (1) Item Description. (2) Unique Identification Number (License Tag). (3) Unit Price. (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required: (1) Date originally placed in service. (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA/Lyndon B. Johnson Space Center JSC Central Receiving, BLD 420

Recipient mail code: Name/phone number: Contract #

2101 NASA Parkway

Houston, TX 78058-3607

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of Clause)

C. SPECIAL CLAUSES AND REQUIREMENTS INCORPORATED BY FULL TEXT

JSC 52.216-90 IDIQ MINIMUM AND MAXIMUM ORDERING LIMITS (NOV 2018)

(a) In accordance with FAR 52.216-22, Indefinite Quantity, the contract guaranteed minimum amount to be ordered under this contract is [Offeror Fill-in – See instructions in Section L.18.3] and the contract Not to Exceed (NTE) amount which may be ordered under is \$3.1 billion. The

Government is not obligated to order more than the minimum specified but may order up to the NTE amount. The Contractor is obligated to fulfill orders issued, up to the NTE amount within the limits specified in FAR 52.216-19 Order Limitations.

(b) The contracting officer may unilaterally adjust the NTE value in paragraph (a), through one or more modifications, such that the adjusted NTE value does not exceed \$3.5 billion.

(End of Clause)

JSC 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (FEB 2021)

(a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following: · NPR 1600.1, NASA Security Program Procedural Requirements (current version) · NPD 1600.9, NASA Insider Threat Program · NPD 1600.3, Policy on Prevention of and Response to Workplace Violence · NPR 1600.3, Personnel Security (current version) · NPR 1600.4A, Identity and Credential Management.

(b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following: · NPR 1600.2, NASA Classified National Security Information (current version)

(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following: · NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).

(d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4A, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system. Exploration Extravehicular Activity Services (xEVAS) SOLICITATION No. 80JSC021R0006 PART I – THE SCHEDULE Section G Page 94 xEVAS

(e) Credentials will be issued at the following locations: · NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays · Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays · Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays · White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday from 7:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.

(f) The FSO/DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview “AG-PIV-ICAM-OVERVIEW” and Personal Identity Verification (PIV) – Requester Module “AG-PIV-IDENTITY-REQUESTER.” After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM

Infrastructure; with the Identity Requester role. Lastly, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the contractor to have identity requester privileges within IdMAX.

(g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at www.uscis.gov.

(h) For permanent credential requests, the FSO/DO will submit the request within IdMAX. NASA Personnel Security will notify the employee and the FSO/DO via email to begin background investigation processing and will provide the employee the necessary forms to complete the eQIP process electronically. Once the background investigation process is complete, the employee will be notified to go to the JSC Badging Office for enrollment. Employees will present two forms of matching I-9 identification documents to process for a permanent credential; and will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

(i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Termination/Retiree and Return for Future Use Checklist.

(End of Clause)

JSC 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (FEB 2021)

(a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following: · NPR 1600.1, NASA Security Program Procedural Requirements (current version) · NPD 1600.9, NASA Insider Threat Program · NPD 1600.3, Policy on Prevention of and Response to Workplace Violence · NPR 1600.3, Personnel Security (current version) · NPR 1600.4A, Identity and Credential Management.

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(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following: · NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).

(d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with

NPR 1600.4A, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

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(h) For permanent credential requests, the FSO/DO will submit the request within IdMAX. NASA Personnel Security will notify the employee and the FSO/DO via email to begin background investigation processing and will provide the employee the necessary forms to complete the eQIP process electronically. Once the background investigation process is complete, the employee will be notified to go to the JSC Badging Office for enrollment. Employees will present two forms of matching I-9 identification documents to process for a permanent credential; and will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

(i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Termination/Retiree and Return for Future Use Checklist.

(End of Clause)

NFS 1852.246-74 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (SEP 2020)

(a) Definitions. As used in this clause— “Authentic part” means a new and unmodified part produced by the original component manufacturer, or a source with the express written authority

of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. "Authentication" means a process to verify that a part is not counterfeit or suspect counterfeit. "Authorized aftermarket manufacturer" means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications. "Authorized supplier" means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part. "Contract manufacturer" means a company that produces goods under contract for another company under the label or brand name of that company. "Contractor-approved supplier" means a supplier that does not have a contractual agreement with the original component manufacturer, but has been qualified by the contractor or subcontractor approved by the contractor or government as having met prescribed counterfeit electronic part detection and avoidance system criteria using established counterfeit prevention industry standards and processes. "Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. "Electronic part" means a discrete electronic component, including a microcircuit, transistor, capacitor, resistor, or diode, that is intended for use in a safety or mission critical application (section 823 (d)(2) of Pub L. 115-10). "Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part. "Original equipment manufacturer" means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name. "Original manufacturer" means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer. "Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Sources of Electronics Parts. In accordance with section 823(c)(3), the NASA Transition Authorization Act of 2017 (Pub. L. 115- 10), the covered contractor shall— (1) Obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from— (i) The original manufacturers of the parts; (ii) Their authorized dealers; or (iii) Suppliers who obtain such parts exclusively from the original manufacturers of the parts or their authorized dealers; (2) If electronic parts are not in production or currently available in stock from suppliers as stated in paragraph (b) of this clause, the covered contractor shall obtain electronic parts from NASA identified suppliers or contractor-approved suppliers for which— (i) The covered contractor assumes responsibility for the authenticity of parts; and of parts; and (ii) The covered contractor performs inspection, testing and authentication (iii) The covered contractor obtains traceability information for the electronic parts (e.g., data code, lot code serial number) and provides this information to the contracting officer upon request; and (iv) The selection of contractor-approved suppliers is subject to review and audit by the contracting officer.

(c) Notification. The covered contractor, including subcontractors, shall notify the NASA contracting officer in writing not later than 30 calendar days after the date the covered contractor becomes aware, or has reason to suspect, that any end item, component, part or material

contained in supplies purchased by NASA, or purchased by a covered contractor or subcontractor for delivery to, or on behalf of, NASA, contains a counterfeit electronic part or suspect counterfeit electronic part.

(d) Costs related to counterfeit electronic parts and suspect counterfeit electronic parts. In accordance with section 823(c)(2)(B), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the costs of counterfeit electronic parts and suspect counterfeit electronic parts and the costs of rework or corrective action that may be required to remedy the use or inclusion of such parts are unallowable, unless— (1) The covered contractor has a system to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts that has been reviewed and approved by NASA or the Department of Defense pursuant to 48 CFR 244.303; and (2) The covered contractor, including a subcontractor, notifies the applicable NASA contracting officer in writing in accordance with paragraph (c) of this clause; or (3) The counterfeit electronic parts or suspect counterfeit electronic parts were provided to the covered contractor as Government property in accordance with part 45 of the Federal Acquisition Regulation.

(e) Subcontracts. The covered contractor shall insert this clause, including this paragraph (e), in subcontracts for- (1) Electronic parts; (2) End items, components, parts, or assemblies containing electronic parts; or (3) Services where the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer. The covered contractor shall not alter the clause other than to identify appropriate parties.

(f) Corrective Action. In the event that the covered contractor supplies a counterfeit electronic part, suspect counterfeit electronic part or end item, component, or assembly containing a counterfeit Exploration Extravehicular Activity Services (xEVAS) SOLICITATION No. 80JSC021R0006 PART I – THE SCHEDULE Section G Page 97 xEVAS electronic part to NASA, the covered contractor shall take such corrective actions as the Administrator considers necessary to remedy the use or inclusion of additional counterfeit electronic parts, suspect counterfeit electronic part or end items, components, or assemblies containing a counterfeit electronic part.

(End of Clause)

JSC 52.219-90 SMALL BUSINESS SUBCONTRACTING GOALS (OCT 2006)

For purposes of this clause, the terms, “HUBZone Small Business Concern,” “Small Disadvantaged Business Concern,” “Service-Disabled, Veteran-Owned Small Business Concern,” “Veteran-Owned Small Business Concern,” and “Women-Owned Small Business Concern,” are defined in paragraph 2.101 of the Federal Acquisition Regulation. The total small business goal, expressed as a percent of total contract value including options is 11.0%. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns 2.5%

Woman-Owned Small Business Concerns 3.5%

HUBZone Small Business Concerns 1.0%

Veteran-Owned Small Business Concern 1.5%

Service-Disabled, Veteran-Owned Small Business Concern 1.0%

(End of Clause)

JSC 52.223-94 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS AND HAZARDOUS MATERIALS USE (JUL 2021)

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency (EPA), U.S. Occupational Safety and Health Administration (OSHA), or other applicable federal or state regulations or statutes, including those promulgated and enforced by the Texas Commission on Environmental Quality (TCEQ), the Texas Department of State Health Services (TDSHS) and the Texas Department of Licensing and Regulation (TDLR). Therefore, the following requirements do NOT supersede but rather are intended to supplement any statutory or regulatory requirements for any entity subject to this clause.

(b) The Contractor shall comply with all applicable federal, state, and site-specific regulations, public laws, and executive orders, as well as the following applicable NASA and Johnson Space Center sitespecific permits, plans, and management directives for activities affecting human health or the environment. Johnson Space Center (JSC) includes the JSC main campus, NASA-Ellington Field, Sonny Carter Training Facility, and El Paso Forward Operating Location. In general, JSC's installations are not subject to local (i.e. municipal or county) ordinances. NASA and JSC sitespecific directives include: · NPD 8500.1, NASA Environmental Management; · NPR 8530.1, NASA Sustainable Acquisitions; · NPR 8553.1, NASA Environmental Management Program; · NPR 8570.1, NASA Energy Management Program; · NPR 8580.1, NASA National Environmental Policy Act Management Requirements; · JPD 8500.1, JSC Environmental Excellence Policy; · JPR 1040.4, JSC Emergency Preparedness Program; · JPR 1700.1, JSC Health and Safety Handbook; · JPR 8550.1, JSC Environmental Compliance Procedural Requirements; · JPR 8553.1, JSC Environmental Management System Manual; · JPR 8750.1, Energy and Water Conservation Plan; · JWI 1040.26, Hazardous Substance Spill/Release Response; and · JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process.

(c) "Hazardous materials," for the purposes of this clause, consist of the following: (1) Those materials defined as "highly hazardous chemicals" in OSHA Process Safety Management Regulation, 29 Code of Federal Regulation (CFR) Part 1910.119, without regard for quantity. (2) Those "extremely hazardous substances" and "hazardous chemicals" subject to the emergency planning notification and reporting requirements in the EPA's Emergency Planning and Community Right-to-Know (EPCRA) Regulation, 40 Code of Federal Regulations Parts 355 and 370, and counterpart TCEQ regulations without regard for quantity. (3) Those "hazardous substances" and "toxic chemicals" subject to the release notification and reporting requirements under EPA's EPCRA, 40 CFR Parts 302 and 372, and counterpart TCEQ regulations without regard for quantity. (4) Those industrial solid and hazardous wastes generated as a result of Contractor's activities, as defined by the US EPA and counterpart TCEQ regulations, and as further described in JPR 8550.1. (5) Oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures and counterpart TCEQ regulations (6) Other regulated materials containing hazardous constituents or exhibit hazardous properties (flammable, reactive, corrosive, toxic, etc.) that are specifically identified by other statutes or regulations (e.g., PCBs, asbestos, hazardous air pollutants, etc.). (7) Any radioisotope material or device that produces ionizing radiation. (8) Any Class 1M, 2, 2M, 3A, 3R, 3B or 4 laser system as defined by the American National Standards Institute No. Z136.1 (2014). (9) Any explosive or any pyrotechnics. (10) Any pesticide.

(d) The contractor shall develop and maintain an inventory listing the identity, hazards and quantity of the hazardous materials purchased, stored, processed, manufactured, or used onsite at JSC for the performance of the contract and provide quarterly/annual reports per DRD xEVAS-PR-05. Refer to Chapter 9 of JPR 1700.1 relating to controlling and inventorying/reporting hazardous material usage. The contractor shall notify JSC Occupational Health/Space Medicine Operations (SD) prior to any initial use, quantity change or different application of hazardous materials, including obtaining a waiver prior to purchasing a prohibited or restricted hazardous material. The Contractor shall utilize the JSC hazardous material tracking and reporting system, including obtaining a JSC-specific Safety Data Sheet (SDS) identification number, as described within JPR 1710.1.

(e) The Contractor shall provide data on sustainable acquisitions, waste generation and waste reduction/pollution prevention activities, per DRD xEVAS-PR-05, Environmental Compliance Reports.

(f) As applicable, the Contractor shall provide data on the use, management, and disposition of ozone depleting substances (ODS), per DRD xEVAS-PR-05, Environmental Compliance Reports.

(g) The contractor shall provide and ensure the adequacy of appropriate training of its employees in the use and management of hazardous materials. Refer to JPR 1700.1 and JPR 8550.1 for employee training requirements, including initial training and the frequency of applicable refresher training.

(h) The Contractor shall use and manage all hazardous materials properly and take all necessary precautions (e.g., engineering controls, personnel protective equipment, etc.) to avoid or mitigate potential adverse effects to humans or the environment. Should an unauthorized release occur, the Contractor shall immediately contact the Emergency Operations Center (EOC) at (281) 483-3333 to request assistance.

(i) The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Planning, Integration and Environmental Office, JSC Energy Manager, and/or regulatory agency inspection and authorized compliance audit personnel all documentation/records upon request, relating to environmental compliance (e.g., operating logs, calibration records, etc. required by JPR 8550.1 but not routinely submitted to the respective offices listed above).

(j) Per the JSC Environmental Management System (JPR 8553.1), JSC's Planning, Integration and Environmental Office (Mail Code JP) serves as the single point of contact with federal and state regulatory agencies and their representatives. The Contractor shall immediately notify the Contracting Officer and JSC Planning, Integration and Environmental Office at (281) 483 6207 or [jsc- environmentaloffice@nasa.gov](mailto:jsc-environmentaloffice@nasa.gov) if contacted formally or informally by external regulatory agency representatives. The Contractor shall immediately notify the Contracting Officer and the JSC Planning, Integration and Environmental Office (Mail Code JP) upon receipt of any official correspondence alleging noncompliance.

(k) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice or enforcement action be issued to the Government on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in investigating the allegations, correcting any problems, and defending against any enforcement actions arising out of such actions or inactions.

(l) The contractor shall insert the substance of this clause with appropriate changes of designations of the parties, in subcontracts under which environmental requirements apply and/or hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(n) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of Clause)

NASA INSIGHT AND APPROVAL

(a) NASA's monitoring of EVA services provided by the private sector has two elements: approval and insight. (1) NASA approval is defined as providing authority to proceed and/or formal acceptance of requirements, deliverables, plans, tests, or success criteria in specified areas. Where NASA approval is required, the Contractor shall submit the necessary documentation to the Contracting Officer and copies to the Contracting Officer's Representative (COR). (2) NASA insight is defined as gaining an understanding of the Contractor's activities and data through effective working relationships, interaction, watchful observation, documentation review, meeting attendance, reviews, tests, inspections and compliance evaluations without approval authority. Knowledge gained through insight allows NASA to assess the overall risk of the Contractor actions or lack thereof on NASA's Human Exploration Program operations, vehicle or Crew. NASA insight includes insight into the contractor, subcontractor, and partner entities performing xEVAS design, development, manufacturing, management, mission integration, vehicle integration, operations, medical and health, training and certification, hardware/software testing that could impact ISS/Artemis requirements, interfaces, integration, operations and crew safety.

(b) The Contractor shall provide the Government and its Support Service Contractors, under suitable, protective conditions, access to all data used in the performance of this contract including, but not limited to: data associated with areas of insight as identified in the Performance Work Statement, Insight & Collaboration Implementation Plan (DRD xEVAS-PM-02) and this clause. At a minimum, access to the data is the ability for the Government and its support service contractor personnel, both remotely and onsite at the Contractor's facilities, to locate and review all data as defined above in a usable and readable format. The Contractor shall provide the Government and its support service contractor(s) access to all Contractor activities associated with ISS/Artemis interface compatibility and safety certification under this contract. The Government reserves the right to audit any safety and/or quality assurance processes that affect safety critical items or the ISS/Artemis interface. Compliance with this clause may require the Contractor to execute third-party data rights agreements with its suppliers, to provide adequate NASA insight on hardware and services procured by the Contractor.

(c) NASA will retain approval authority over portions of the xEVA System that interfaces with and is used in integrated operations with the Crew, host and transport vehicles, ground and in-space segments and payloads. NASA approval is defined as providing authority to proceed and/or formal acceptance of requirements, plans, tests, entrance and exit criteria for all milestones, and success criteria. Specific areas requiring NASA approval are related to compliance with xEVAS-SRD-001 (Attachment J-02, SRD), Attachment J-01, xEVAS Data Requirements Description, the xEVAS Performance Work Statement (Section C), and specific areas cited in PWS Section 2.2.2, NASA Insight and Approval.

(d) The Contractor shall provide NASA an adequate level of insight into and/or approval of certain Contractor tasks and events in order to ensure all reasonable steps have been taken that result

in the highest probability of EVA mission success. This includes insight into any corporation, corporate divisions, subsidiaries, joint ventures, partner(s) and any other business entity performing EVA systems manufacturing, management, data analysis, training, interface integration and verification, testing, and operations support. This also includes insight into certain major sub-contractor tasks and events (i.e., those sub-contractors that perform major portions of manufacturing, management, data analysis, training, testing, integration, verification, testing, and operations support). Fulfillment of this clause could require the Contractor to execute third-party data rights agreements with its suppliers, as well as rights to information developed under other programs, to provide adequate NASA insight on parts and services procured by the Contractor. The Contractor shall obtain signed commitments to comply with the terms of the Insight and Approval clause(s) and Statement of Work requirements from any major team member, subcontractor, sub-tier contractor, or supplier with an estimated value in excess of \$25M or that will manufacture critical EVA system components (e.g., pressure garment, life support, communication, interface hardware, training hardware, tooling, etc.).

(e) Where NASA insight is required as defined in this clause, including (1) through (9) below, the Contractor shall notify the COR of meetings, reviews, or tests in sufficient time (including travel time) to permit NASA participation through the entire event. If the Contractor believes that NASA has a subject matter expert with experience and/or expertise on this contract, the Contractor may request that the COR notify the relevant individual and ensure appropriate NASA participation. While insight into the xEVAS is largely achieved through the processes of NASA's Human Exploration Program integration, the contractor shall enable NASA insight, as defined in PWS Section 2.2.2, NASA Insight and Approval, as well as in areas that provide evidence of xEVA system components (e.g. pressure garment, life support, communication, interface hardware, software, intravehicular (IV) and extravehicular (EV) tools, consumables, ground systems, training hardware, ground support equipment, tooling, consumables, etc.) including their subsystems, subcomponents, and integrated functions with software, are verified in a manner consistent with how they will be used in operations and training; have sufficient margin to their maximum expected environments; meet their minimum required performance, and are acceptable for in-space use.

(1) xEVA System Design and Certification Insight. Design development, design trades, baseline design, changes from the baseline and Mission Unique xEVA System design, analyses, and configuration management, will be provided principally, through design analysis cycles, requirement reviews, design and qualification/acceptance reviews, certification and delta-certification reviews. A planned evolution of the xEVA System architecture is considered a change from the Baseline and must be presented to NASA no later than EVA Baseline Review (EBR) or as soon as practical if based on post flight assessment or real-time anomalies. (2) Reviews of the Contractor's Test Like You Fly and Qualification & Acceptance rationale for the xEVA System including: Life Support, Pressure Garment, Pressure Control, Thermal Control, Power, Avionics, Communications, Informatics, Software, Crew and Vehicle Interfaces, Crew Mobility, tools, Launch and Host Vehicle Interfaces systems, and NASA Human Exploration Program integrated function at the xEVA System-to-Vehicle system level. If a system or component of a system is found to have caused a mission failure, the system shall be added to the areas of focused insight. Test Like You Fly is defined as testing of all critical mission-operations elements as they will be flown to greatly reduce the risk of encountering negative impacts upon Mission success from portion to full loss of mission capabilities. This approach comprehensively validates system functionality. (3) Deviations or changes to mission or ground operations is considered a change from the Baseline and must be presented to NASA no later than EBR or as soon as practical if based on post-flight assessment or real-time anomalies. (4) Production progress through production program reviews, plans, and schedules, including schedules for xEVA System and

integration with NASA or IP host and transportation vehicles, and schedule risk. (5) Crew health and medical conditions during pre-flight and in-flight operations. (6) Safety and Mission Assurance compliance evaluations until AS9100-certified (prime, subcontractors and suppliers); updates to Safety and Mission Assurance Plan (DRD xEVAS-SMA02). Should approval or insight identify non-compliance with the terms and conditions of the contract, a difference in interpretation of test results, or disagreement with the Contractor technical directions, NASA will take appropriate action within the terms of the contract to ensure compliance via written direction to the Contractor. (7) Safety and Health Plan (DRD xEVAS-SMA-01) and Insight and Collaboration Implementation Plan (DRD xEVAS-PM-02). (8) Quality Assurance information such as Contractor's audit schedules, audit reports, Material Review Board (MRB) actions and minutes, non-conformances, discrepancy reports, test failure reports, system failure reports, anomalies, deviations and waivers, and supporting data. (9) Real-time status of Key Design Parameters (KDPs) which track the implementation of key requirements.

(f) NASA will have insight into any Contractor-initiated xEVA System fleet (across the entire EVA customer base) changes or any changes that may affect NASA missions. This insight shall be accommodated with no increase in contract price.

(g) The Contractor shall notify NASA of space operations, qualification, or test anomalies involving similar EVA hardware, systems, subassemblies and components as soon as feasible. The Contractor shall make available to NASA all problem reports or discrepancy reports on EVA systems' failures and anomalies. This shall include insight into fleet-wide problems, anomalies, Material Review Board actions, deviations or waivers to systems, subsystems, materials, processes, and test equipment including those used on non-NASA missions.

(h) In the event of an xEVA system anomaly or failed mission, the Contractor shall support NASA's Failure Review Board (FRB), if activated, or shall allow NASA to participate in the Contractor's failure investigation board, including those for non-NASA missions. The purpose of either the NASA or Contractor's FRB shall be to determine the cause of the anomaly or failure and to identify any corrective actions needed to ensure the xEVA system meets all requirements and shall be completed entirely at the Contractor's expense. The FRB will evaluate all available data from the ground, onorbit crew, EVA systems, host vehicle, space environment and other sources in order to determine if the mission failure was attributable to the xEVA systems or conditions which the Contractor is expected to control or avoid. When any commercial in-space operations controlling United States, Federal authority authorizes an operator-led investigation, this investigation satisfies the requirements for an FRB. (1) The Government may designate representatives to observe and participate in the Contractor's FRB. (2) The Contractor shall present to the Government its findings resulting from the investigation and the proposed corrective actions, if any. The Contractor shall be responsible for the cost of the corrective action including Contractor's cost for re-acceptance for NASA missions. (3) Based on the findings and recommendations of the investigation(s) (if applicable), NASA shall make the final determination as to Partial Mission Success or Failed Mission. If the Contractor disagrees with the determination, the decision shall be subject to the Disputes clause of this contract. (4) This clause supplements paragraph (e) of FAR 52.246-4, Inspection of Services-Fixed-Price, in cases where the Government chooses to not require re-performance of the service.

(i) NASA may elect to have representation as a resident office at the Contractor's major manufacturing and engineering facilities for the life of the contract. The Contractor shall provide accommodations and services, such as badging, furniture, telephones, and use of easily accessible scanners, printers and copy machines for up to two residents at each location. A

minimum of two telephone lines shall be provided. Electronic data transfer compatibility between the resident office and NASA institutions is required, as well as remote access for select NASA personnel at NASA centers to Contractor databases where electronic files are posted and revisions maintained.

(j) Notwithstanding the insight and approvals set forth in this clause, the Contractor assumes full performance responsibility as set forth in this contract. Neither NASA's insight nor its approval under this clause relieves the Contractor from its obligation to ensure mission success and certification or failure or final acceptance or rejection of the NASA certification of the EVA service.

(k) The Contractor shall provide safe and suitable access to NASA, its support services contractor(s), IPs, and other contractors participating in the Government's programs of which the specific contract is a part to all Contractor data and activities associated with performance of this contract.

(l) Additional requirements related to NASA Insight and Approval are included in Section C, Descriptions/Specifications/Statement of Work, and may also be added, as needed per EVA, in each task order.

(m) Joint Test Team (JTT) Activities (1) The JTT-related activities will be Contractor-led and shall include active and steady state Government participation both at Contractor's facilities on site and remotely. The Contractor shall accommodate Government personnel who will provide embedded insight during the activities identified in (m)(2). Government JTT members will not provide direction to Contractor personnel on design changes or procedures, or any other aspect of xEVA System development, production, or operation. Government JTT members provide insight and may approve any aspect of the Contractor's xEVA System design or performance of the contract. Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer shall be at the Contractor's risk. The JTT will provide a formal, unambiguous, programmatic structure for Government operationally focused input to the Contractor. In addition, the Government lead on the JTT will provide integrated, consolidated operations insight to the NASA EVA Office. To the maximum extent possible, the JTT will work together and strive to resolve operational issues at the lowest level. (2) The Government's JTT insight activities will focus on qualitative assessments of crew operational interfaces with the vehicle, and human-in-the-loop assessments of operational suitability and integrated xEVA/Vehicle system interfaces, safety and performance. These assessments will include, but are not limited to xEVA System vehicle handling qualities, situational awareness, workload and operational complexity, mobility, usability, layout, displays and controls, and other flight crew interfaces. In addition, insight will occur through participation during the planning and build up phase of ground testing (e.g., simulator training and evaluations, mockup demonstrations, etc.), during xEVA demonstrations test flights, and during the post xEVA demonstration-test flight evaluation process. Insight gained through integrated operations assessments will ultimately feed into NASA's verification approval decisions (before xEVA demonstration test flight) and validation approval decisions (post xEVA demonstration test flight). (3) The Government's insight or JTT participation under this clause, part (m) shall not be construed as authorization, endorsement or approval of milestones, certification or final acceptance or rejection of post certification mission success.

(n) Government Quality Assurance (GQA) Functions (1) The Government will perform the following quality assurance functions: Product Examination, Process Witnessing, Record Review, Surveillance, and Audit. (2) GQA functions will be performed for all safety-critical

items/processes/products identified by a risk based analysis (RBA). An RBA is an iterative analysis based on a comprehensive understanding of the design, development, testing, critical manufacturing / assembly processes, and operations used to identify areas of risk. The Contractor shall support the RBA, by providing technical expertise, as required. (3) The Contractor shall allow attendance of personnel, performing insight for this contract, from NASA, or NASA support contractors at flight hardware acceptance reviews and make available all documentation associated with those reviews.

(End of Clause)

MISSION SUCCESS DETERMINATION

(a) Mission Success Determination.

(1) Mission Success: A Mission Success determination will be made upon completion of the final Program Event for each EVA Services Task Order. A failure to complete any event in accordance with the Accomplishment Criteria defined in the Task Order Work Plan will result in a Partial Mission Success or Failed Mission determination, except when the failure to complete was a result of a NASA decision to abort or terminate an activity that was in no part due to the xEVA system performance, or due to an anomaly from a non-xEVAS system. (i) Partial Mission Success: A Partial Mission Success determination may be made when any EVA is successful, but a violation of the xEVA System requirements results in some degradation of capability for NASA crew members and/or mission support personnel to perform the tasks as planned and trained for or ability of EVA Systems to perform some required function(s). (ii) Failed Mission: A Failed Mission determination may be made in accordance with the criteria defined below unless it is adjusted at the task order level to accommodate mission specific criteria. • xEVA System fails to function in preparation for or during an EVA operation • Crew member or mission support personnel life threatening injury, condition, or fatality during ground and/or in-space operations • xEVA System fails to successfully enable NASA to start or perform any of the planned tasks. • xEVA System issue prevents NASA ability to perform EVA using ISS EMU or other provider xEVA System. • There is a violation of the requirements which results in severe degradation of NASA's ability to meet minimum success parameters • Damage to the interface vehicle resulting in loss or degradation to the overall NASA mission. • Contractor operated the xEVA System without the required licenses, permits, etc. during the operation.

(2) The Contracting Officer will determine Mission Success in accordance with this clause. (i) The determination will be made using contractor Data Requirement Description (DRD) submissions, including DRD xEVAS-PC-03, Mission Success Criteria and Determination Methodology, and NASA provided information obtained throughout the performance period (training and mission) to include, but not limited to, the following: • Human and/or Host Vehicle interface data showing performance of critical human functions and/or critical vehicle systems • Available Human and/or Host vehicle sensor and analytical data verifying EVA System environments • Successful completion of crew training objectives • Successful EVA operations execution • Successful EVA systems functioning • EVA system performance metrics • Photos at various stages documenting xEVA System configuration • Inputs from Flight Control Team, Crew, Mission Evaluation Room (MER) Personnel and Mission Management Teams • Supplemental data that supports the Contractor's performance (ii) The Contractor shall be responsible for providing all necessary data to confirm task order requirements were met.

(3) Application. (i) A Full Mission Success determination will result in 100% payment at the total task order price. (ii) A Partial Mission Success determination will result in a reduction of the task

order price to reflect the reduced value of services received. Throughout performance, when the contractor fails to complete the Program Event in accordance with this clause, the task order price may be reduced at that time instead of waiting for the final determination. (iii) A Failed Mission determination will result in a reduction of the task order price to the amount of the last fully successful Program Event. The reduction will be assessed in the Mission Success Determination. (iv) When a Program or Milestone Event is not completed successfully, payment may be withheld entirely or reduced unilaterally by the Contracting Officer under clause H.10, Payment, Events, and Accomplishment Criteria, to account for pending reductions to the task order price as described paragraphs (a)(3)(ii) and (a)(3)(iii) above.

(End of Clause)

PAYMENTS, EVENTS, AND ACCOMPLISHMENT CRITERIA

- (a) Upon successful completion of a xEVAS Task Order Program Event the Contractor may request interim-milestone payments in accordance with Clause I.18, Performance-Based Payments, and submission of a properly certified invoice. Interim payments will be made in accordance with the Work Plan Program Events established in each task order. The sum of interim-milestone financing payments with each delivery item shall not exceed 90% of that delivery item price in accordance with FAR 32.1004(b)(2)(ii). Liquidation of performance-based financing payments will occur once the Government accepts completion of services.
- (b) The Contracting Officer will unilaterally determine the Contractor's accomplishment and successful completion of each Program Event. The Contracting Officer's determination of Program Event completion will include, but is not limited to, the Accomplishment Criteria listed in the Task Order Work Plan, for the major Program Events.
- (c) If modifications are issued against this contract, the payments schedule will be adjusted as necessary to reflect the actions required by those contract modifications.
- (d) Special Tasks & Studies (CLIN 4) milestone payment schedules will be defined in the Request for Task Order Proposal and negotiated prior to incorporation in resulting Task Order.

(End of Clause)

EVA MISSION WINDOWS (APPLICABLE TO CLINS 2 AND 3 ONLY)

- (a) Definitions.

"Authorization to Proceed (ATP)" is the formal award of a task order by the Contracting Officer that authorizes the Contractor to proceed with the work detailed within the associated Work Plan.

"EVA mission" for CLIN 2 is defined in PWS Section 1.3, Scope.

"Excusable Delays" as used in this clause means any delay in delivery or performance that arises solely out of causes beyond the control of the Government or the Contractor and not due to the fault or negligence of either party. Such delays include, but are not limited to the following: (1) Other Government Agency related delay (to launch or on-orbit operations) (2) xEVA system (related to either NASA or separate xEVAS Commercial Use), and/or a Host Interfacing Vehicle failure investigation, provided NASA retains its original priority with the xEVAS provider (considering any commercial missions that may conflict with NASA scheduling as a result of the disruption) and that all data related to the failure investigation is made available to NASA without

restriction (3) Any event or cause that would constitute an “excusable delay” under paragraph (a) of the clause at FAR 52.249-14, Excusable Delays.

“Postponement fee” is the daily fee that serves as the pre-negotiated equitable adjustment to price in the event an EVA mission is delayed beyond the Standard EVA Mission Windows (Days) in Table H.11-1, Standard EVA Mission Windows.

(b) Task orders define EVA capability needs by specific EVA mission dates. Considering the volatility of mission slips due to a variety of factors and inherent risks in space operations, the parties agree that all EVA missions within a task order will occur within an EVA mission window and the date(s) established in each task order are for planning purpose to establish a reference date for the purpose of this clause. The size of a mission window is based on the days established in Table H.11- 1 below and the proposed dates accepted at task order award. TABLE H.11-1: STANDARD EVA MISSIONS WINDOWS Period Months Prior to EVA Mission Start Date
 Standard EVA Mission Windows (Days) 1 ATP through EVA mission start minus 12 months 120
 2 Mission start minus 12 months through EVA mission start minus 6 months 60
 3 Mission start minus 6 months through EVA mission start 30

(c) Notwithstanding the clause at FAR 52.242-17, Government Delay of Work, incorporated by reference in this contract, and any other terms and conditions of this contract, no delays to an EVA mission attributable to Government cause shall give rise to an equitable adjustment or claim under this contract, if the schedule remains within the EVA Mission Window in Table H.11-1.

(d) Postponement Fees. For each day of delay to the EVA Mission Date beyond the EVA Mission Window allowance, a postponement fee, per Table H.11-2, per day shall be assessed on a per task order basis. This is applicable to either party and serves as the equitable adjustment that would be attributable to any such delays (including any and all equitable adjustments or claims that would otherwise be allowable under this contract). The amount of postponement fees shall be added to/subtracted from (as applicable) the next payment made pursuant to Clause H.10, Payments, Events, and Accomplishment Criteria.

TABLE H.11-2: POSTPONEMENT FEE SCHEDULE Period Months Prior to EVA Mission Start Date Postponement Fee (per day) 1 ATP through EVA mission start minus 12 months \$1,000 2 Mission start minus 12 months through EVA mission start minus 6 months \$4,000 3 Mission start minus 6 months through EVA mission start \$8,000

(e) Nothing within this clause precludes the parties from resolving any equitable adjustments due to delays covered by this clause through a negotiated settlement; however, if a negotiated settlement is not reached, the postponement fee shall be applied.

(f) At each major review referenced in Attachment J- 08, Work Plans, NASA and the Contractor shall review the window established and mutually agree on the dates for the next period’s reduced Standard EVA Mission Windows corresponding to Table H.11-1, Standard EVA Mission Windows.

(g) In the event of an anomaly on any system provided by the Contractor (including fleet-following or components in the supply chain) that involves hardware or software directly applicable to this xEVA system and service, NASA reserves the right to delay the mission start date (planning dates), until the next available opportunity, without accruing damages or providing an equitable adjustment to the Contractor until acceptable resolution of the anomaly.

(h) Nothing within this clause shall be construed as granting relief to the Contractor of the duty to be able to perform to the EVA mission dates established in the task order.

(i) Nothing in this clause shall affect the right of the Government to revise or modify the task order requirements or terminate this contract pursuant to FAR 52.249-8, Default.

(End of Clause)

STATEMENT ON WAIVER OF RIGHTS TO INVENTIONS

The xEVA systems certified and used under this contract will be commercially developed, and the developers may pursue other commercial uses of their systems outside of this contract. NASA has determined that the interest of the United States would be served by waiving to the Contractor, in accordance with 51 U.S.C. 20135(g), rights to inventions or class of inventions made by the Contractor in the performance of this contract. Therefore, upon petition submitted by the Contractor, as set forth in NFS 1852.227-70, New Technology, NASA will waive such rights to the Contractor.

(End of Clause)

SAE AS9100

The Contractor shall have a quality program that complies with International Organization for Standardization document SAE AS9100, Quality Management Systems – Requirements for Aviation, Space and Defense Organizations by the Certification Baseline Review. (a) Third party certification is not required. However, if the Government has accepted the Contractor's SAE AS9100 certification and the Contractor subsequently changes registrars, loses its registration status, or is put on notice of losing its registration status, the Contractor shall notify the Contracting Officer within three days of receiving such notice from its registrar. The Contractor shall coordinate with any Certification Registrars or Databases or Certifying Organizations to allow NASA access to certification documentation and audit information pertinent to this contract. (b) If the Contractor is not SAE AS9100 certified, the Government may perform, or have a third party perform, an SAE AS9100 compliance audit no earlier than six (6) months after contract award. Compliance audits will normally be re-accomplished every thirty-six (36) months, but the Government may conduct annual surveillance audits. The Contractor shall support the audits as required.

(End of Clause)

ON-RAMP

(a) The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is to ensure competition exists for future requirements not currently on contract by allowing qualified new service providers the opportunity to provide services. (b) In accordance with this clause, the original solicitation (as amended or revised) shall remain open throughout the ordering period. The decision to request proposals under this clause will be solely at NASA's discretion and will only occur after the action has been synopsisized. When requested, Offerors will be allowed to submit proposals that may result in contract award(s) to new providers or the addition of capabilities to existing contracts. (c) Upon award of each additional contract, the Government shall notify all present Contractors of the award, and the new Contractor(s) shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders. (d) Existing contracts will be unaffected by the use of this On-Ramp provision and will remain active.

(End of Clause)

GOVERNMENT'S RIGHT TO REMOTELY SENSED DATA

The Contractor consents to the U.S. Government collecting remotely sensed data on a noninterference basis related to its xEVAS systems and to use such data for U.S. Government's purposes.

(End of Clause)

USE OF GOVERNMENT RESOURCES

(a) General. While the majority of work to be completed under this contract shall be performed at Contractor or subcontractor facilities, and the responsibility for adequately staffing this contract and completing full contract performance resides solely with the Contractor, the Contractor may request the use of certain specified Government resources in accordance with this clause. This clause applies to the Contractor's use of those Government resources listed in Attachment J-23, Government Task Agreements, including property, facilities, assets, information and data, or services, whether obtained from NASA or another Government Agency; it does not apply to Government-furnished property (GFP) equipment (GFE), data (GFD) otherwise provided under this contract under Attachment J-13, Government-Furnished Property and Data/Information.

(b) Use of NASA resources. (1) Types of resources. (i) NASA on-site resources. The Contractor may propose to perform a portion of the work required under this contract using the property, facilities, assets, services, or other specialized resources uniquely available on-site ("on-site resources") from a NASA Center, Component Facility, or the Jet Propulsion Laboratory (JPL) (any one of which is a "Performing Organization" hereafter in this clause). Such proposed requests must be within the scope of the contract and are subject to the availability of those resources and the Performing Organization's ability and willingness to provide them. The Contractor shall limit requests for the use of on-site resources to only those Performing Organization facilities, services, or other resources that are unique or not otherwise reasonably available commercially. The Offeror shall document its planned use of or modifications to on-site resources through the execution and submission with proposal of one or more Government Task Agreements (GTAs). During contract performance, the Parties may agree to modify GTAs and/or execute additional GTAs if they mutually determine such agreements are necessary to respond to new or changed circumstances that arise during performance. GTA modifications are required if performance or scope is inconsistent with the original GTA Terms (e.g. a GTA cost overrun where the final cost of work performed is projected to exceed the agreed-upon GTA cost). The Contractor shall be responsible for the cost of any such new or modified GTA, and the Parties shall effectuate the addition of new or modified GTAs, and corresponding contract price adjustments, pursuant to FAR 52.243-1 – Changes – Fixed-Price (ALT I) as incorporated herein. The Offeror/Contractor shall follow the instructions for use of GTAs as provided in solicitation Attachment J-23 – Government Task Agreements. The Contractor shall contact the corresponding Center Partnership Office Point of Contact to negotiate the terms of each GTA. The Partnership Office Point of Contact shall provide a cost for each GTA, but the Contractor shall not include this cost in its firm fixed price. The total cost of all GTAs will be added to the Offeror's Total Evaluated Price for proposal evaluation purposes only. (ii) NASA personnel. NASA has unique personnel and expertise that NASA is making available to xEVAS contractors in accordance with the terms of this clause. In its proposal and during contract performance, at no cost to the Contractor, the Contractor may request the use of up to twenty-five (25) full-time NASA employees (FTEs) for targeted advisory support during contract performance ("collaboration"). The Offeror shall document its initial requested approach to collaboration in its Insight and Collaboration Implementation Plan. During contract performance, the Contractor shall document its collaboration requests in writing to the Contracting Officer and Contracting Officer's

Representative (COR). The Contractor shall request specific areas of technical subject matter expertise (e.g., engineering, operations, or safety) and the duration and amount of the requested resources, but the Contractor shall not request specific FTEs by name or title. NASA has the sole authority to determine whether it will provide any portion of the collaboration resources requested by the Contractor. During contract performance, NASA reserves the right to unilaterally change its approach to collaboration at any time, including the right to modify the specific FTEs offered to the Contractor and the amount, type, and/or duration of their support, and including the right to cease collaboration at any time. At all times during collaboration, the FTEs remain employed by, and under the supervisory control of, NASA. While collaborative communication between the Contractor and provided FTEs is expected in furtherance of the FTEs' advisory roles, the Contractor shall not direct or supervise the work of FTEs. NASA will use reasonable efforts to ensure equitable resources are provided to all xEVAS contractors in support of their respective collaboration approaches but makes no guarantees that identical resources will be provided. Specific resources will be narrowly tailored to a Contractor's unique development approach and associated needs and objectives. (2) Disclaimer. NASA makes no warranty whatsoever as to the availability or suitability of NASA property, facilities, assets, information and data, services, or FTEs made available under this clause. The Contractor assumes all responsibility for determining the suitability for use of all NASA resources, including technical suitability, schedule availability, and cost. NASA provides all resources as-is. The Contractor uses all NASA resources at its own risk. (3) Relationship to insight. Collaboration is the highest form of insight, where strong working relationships between the Contractor and NASA may provide increased assurance that a Contractor approach is acceptable to meeting the xEVAS requirements. The xEVAS Contractor may request up to 25 Full Time Equivalent (FTE) personnel to provide specific areas of expertise in designated Collaboration roles. NASA personnel serving in Collaboration roles may also perform Insight and Approval functions. (4) Authority to commit the Government. The Contracting Officer retains sole authority to commit the Government in matters which would change contract price, quantity, delivery schedule, or any other requirement of this contract, including interpretation of technical requirements. The Contracting Officer may designate a representatives (COR) to assist with contract administration within the limitations of authority as specified in their COR appointment letter. Individuals performing collaboration and/or insight have no authority to commit the Government, and nothing in this clause shall be construed to confer authority, actual or apparent, to these individuals. Such individuals may offer their opinions, advice, knowledge, or expertise to the Contractor during performance, but the Contractor is not bound to comply with this input and does so on its own accord and at its own risk. (5) Impermissible use of NASA as a subcontractor or supplier. The Contractor shall not use the NASA resources made available pursuant to paragraphs (b)(1)(i) or (ii) of this clause to solely provide any end-item deliverable, including spacecraft components, subsystems, or elements, nor any ground or flight hardware or software, that is the responsibility of the Contractor under the terms of this contract. The Contractor shall not rely solely on NASA for the provision of complete flight or ground operations in support of this effort. This paragraph does not prohibit the Contractor's use of GFE, GFP, or any other Government-furnished item provided by the Government pursuant to another term of this contract. (6) Contractor Waiver of Claims. By choosing to use NASA in support of contract performance, Contractor hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors at any tier) and employees of NASA's related entities for any injury to, or death of, Contractor's employees or the employees of Contractor's related entities, or for damage to, or loss of, Contractor's property or the property of its related entities arising from or related to activities conducted pursuant to this

Clause, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. The Contractor further agrees to extend this waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, delay, or loss arising from or related to activities conducted pursuant to this clause.

(c) Use of resources from a Government Agency other than NASA. The Contractor shall obtain and maintain any necessary contracts or agreements between the Contractor and any Government Agency authorizing the use of Government property, facilities, assets or services in performance of this contract (except as may be expressly stated in this contract as furnished by the Government). The Contractor shall be responsible to arrange any contracts or agreements outside of this contract as it deems appropriate. The terms and conditions of such contracts or agreements will govern the use of those Government resources. Any costs associated with such contracts or agreements shall result in no increase in the price of this contract. All remedies to disputes or performance issues shall be resolved in accordance with the terms and conditions of those contracts or agreements. The Contractor shall notify the Contracting Officer, COR, or designee of any contracts or agreements between the Contractor and any Government Agency under this paragraph. NASA makes no warranty whatsoever as to the availability or suitability for use of Government property, facilities, assets, or services made available by another Government Agency under the terms and conditions of other contracts or agreements. The Contractor assumes all responsibility for determining the suitability for use of all property, facilities, assets, or services acquired or made available to the Contractor by a Government Agency under other contracts or agreements. The Contractor further acknowledges and agrees that any use of such Government property, facilities, assets, or services shall not relieve the Contractor of full performance responsibility under the contract.

(d) Safeguarding of confidential or proprietary information. The Trade Secrets Act (18 U.S.C. § 1905) prohibits NASA personnel from disclosing the Contractor's proprietary information unless authorized by law to do so. NASA will undertake all necessary precautions in order to ensure that Contractor confidential or proprietary information is protected throughout contract performance.

(e) Contractor responsibility. Notwithstanding the Contractor's use of Government resources, the Contractor remains fully responsible for the performance of all requirements as set forth in this contract. The Government's provision of the resources described in this clause shall not be construed as: authorization; endorsement or approval of milestones; certification or final acceptance or rejection of certification success; or as a defense to any finding of mission failure or final acceptance or rejection of contract deliverables.

(f) Use of Government Data or Information provided in accordance with this clause. The Contractor may use the data and information provided under this clause and related data, and any modified or enhanced versions thereof, only for performing work under this contract unless otherwise provided for in this contract, on the markings of the data and information provided under this clause, or approved in writing by the Contracting Officer. (1) For data and information provided under this clause that display a copyright notice belonging to a third party, the Contractor shall not, without the express written permission of the Contracting Officer, reproduce, distribute copies, prepare derivative works, perform publicly, display publicly, release, or disclose the data and information provided under this clause or related data to any person except for the performance of work under this contract. (2) Allocation of rights associated with any data and information provided under this clause or related data modified or enhanced under this contract

shall be defined by clause I.16, Rights in Data – General (Deviation), in this contract (as modified by any applicable NASA FAR Supplement clauses). (3) The Contractor may provide the data and information provided under this clause, and any modified or enhanced versions thereof, to subcontractors as necessary for the performance of work under this contract. Before release of the data and information provided under this clause, and any modified or enhanced versions thereof, to such subcontractors (at any tier), the Contractor shall insert, or require the insertion of, this clause, including this paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause. (4) The Government provides the data and information provided under this clause in an “AS-IS” condition. The Government makes no warranty with respect to the serviceability and/or suitability of the data and information provided under this clause for contract performance. (5) Title to or license rights. The Government shall retain title to or license rights in all data and information provided under this clause. Title to or license rights in data or information provided under this clause shall not be affected by its incorporation into or attachment to any data not owned by or licensed to the Government. (6) Waiver of Claims and Indemnification. The Contractor agrees to waive any and all claims against the Government and shall indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the data and information provided under this clause and related data by the Contractor, a subcontractor, or by any person to whom the Contractor has released or disclosed such data and information provided under this clause or related data. (7) Flow-down of Waiver of Claims and Indemnification. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, which involve use of the data and information provided under this clause and/or related data in any way. At all tiers, the clause shall be modified to define data and information provided under this clause as it is defined herein and to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause. In subcontracts, at any tier, the Government, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to the matters covered by the clause.

(End of Clause)

CONTRACTOR OBJECTIVES ON XEVAS MISSIONS

- (a) NASA has right of use to all excess xEVA system performance. Excess performance shall be based on reasonable system performance margins and reserves. NASA may require a price adjustment or other consideration. If the Contractor has a proposed commercial use for the service, it should be discussed with NASA per the requirements below. In the event of a conflict between the Contractor objectives and NASA's requirements for use of the service, NASA shall have priority for the use of the service.
- (b) If approved in advance by the Contracting Officer, the Contractor may use a xEVA system for operations with non-NASA personnel and/or host vehicles. The non-NASA personnel and/or host vehicles shall not limit or interfere with the capabilities that NASA is ordering. Notification of nonNASA use shall be made at the EVA Baseline Review (EBR) for the mission on which the operations would occur. Non-NASA use shall be reviewed as part of the NASA safety

review process and shall not increase risk to the xEVAS service, take away from acceptable margins available to provide the xEVAS service, or decrease likelihood of mission success. If NASA determines that the addition of non-NASA use to the mission causes unacceptable risk, NASA reserves the right to refuse allowing the non-NASA use and will demanifest the transportation of the xEVA Systems by NASA provided crew and/or cargo delivery services. If notification of the nonNASA use is made post-EBR, NASA reserves the right to refuse to perform the additional analysis required to evaluate the impacts of the non-NASA use, which would prevent manifesting of the xEVA Systems on NASA scheduled crew and/or cargo delivery services. The Contractor shall demonstrate the xEVAS system authorized for use under this paragraph (b) still meets the system certification baseline prior to the next NASA use. Any delta certification cost required following Contractor use is the responsibility of the Contractor. Resources required from NASA to evaluate the impacts of non-NASA use or to ensure safety may be charged to the Contractor through an equitable adjustment.

- (c) If approved in advance by the Contracting Officer, the Contractor may use the xEVA System to meet Contractor objectives that are unrelated to the NASA xEVAS requirements. These objectives shall not limit or interfere with the capabilities that NASA is ordering. Notification of Contractor objectives shall be made at the EBR for the mission on which the objectives would occur. These objectives shall be reviewed as part of the NASA safety review process and shall not increase risk to the xEVAS service and/or mission, take away from acceptable margins available to provide the xEVAS service, or decrease likelihood of mission success. If NASA determines that the addition of Contractor objectives to the service/mission causes unacceptable risk, NASA reserves the right to refuse to allow the Contractor objectives on NASA's xEVAS service/mission. If notification of the Contractor objectives is made post-EBR, NASA reserves the right to refuse to perform the additional analysis required to evaluate the impacts of the Contractor objectives, which would prevent execution of the Contractor objectives on the NASA xEVAS service/mission. The Contractor shall demonstrate the xEVAS system authorized for use under this paragraph (c) still meets the system certification baseline prior to the next NASA use. Any delta certification cost required following Contractor use is the responsibility of the Contractor. Resources required from NASA to evaluate the impacts of non-NASA use or to ensure safety may be charged to the Contractor through an equitable adjustment.
- (d) Mission operations schedules shall not be changed to accommodate non- NASA use or Contractor objectives, except with NASA's approval. If the Contractor is unable to provide and integrate the non-NASA use, or complete work necessary for performing Contractor objectives, in time to meet the established schedule for the xEVAS service/mission, the Contractor shall be responsible for any resulting impacts or delays to the xEVAS service/mission. NASA reserves the right to revoke its approval without cost to NASA, or to agree to a Contractor-caused delay.
- (e) The Contractor and its customers shall waive all claims for any damage or loss caused by NASA to non-NASA use or Contractor objectives. NASA shall not be responsible for any costs, liabilities, or obligations incurred by the Contractor or its customers related to use of xEVAS systems for nonNASA uses or perform a Contractor objective, or resulting from NASA's refusal to approve use of xEVA Systems when requested for non-NASA uses or for performing Contractor objectives.

(End of Clause)

PUBLIC AFFAIRS

(a) The Contractor, in coordination with NASA PAO at the relevant NASA field centers as well as NASA Headquarters, shall release information and imagery, and execute media events, to cover major contract activities. The Contractor may, consistent with Federal law and this Contract, release general information regarding its activities conducted within the scope of the Contract: The Contractor recognizes that this is a NASA mission, and shall coordinate with NASA for all mission specific efforts (1) The Contractor shall coordinate with the NASA Public Affairs Office (PAO) at Johnson Space Center in a timely manner prior to major media releases, media interviews, news conferences, contingency statements, media scouts, photo opportunities and filming crew activities regarding NASA xEVAS-related efforts. The Contractor acquired imagery products to be used for release on NASA Television shall comply with NASA-STD-2818 Digital Television for NASA. (2) The use of any direct quote by a NASA official is discouraged, but if desired the Contractor shall submit the request for NASA PAO concurrence to ensure accuracy and appropriate use prior to its release. (3) NASA will coordinate, with the Contractor, public releases of information to obtain comments and technical corrections related to the Contractor's xEVAS-related efforts prior to NASA's release of information to the public. The Contractor shall use its best efforts to provide its review and comments back to NASA within five (5) days of the request. If comments are not provided within the five (5) day time period, the submitted content will be considered acceptable for release. For breaking news items, there may be a need for more timely release of information to the public in which case the NASA PAO team will coordinate with the Contractor for imminent release. (4) The Contractor shall assist the NASA PAO in developing the mission commentary for NASA Television by furnishing xEVAS background material and imagery. (5) The Contractor shall provide information to support the development of press kit documents, NASA digital presence venues, and NASA news conferences upon request. (6) At a minimum of forty-five (45) days in advance, the Contractor shall work with the COR and NASA PAO to coordinate any public affairs requirements for any crew training, launches, EVA operations, major milestones and tests under this contract. (7) If the Contractor has knowledge that the press is inquiring about an event that meets criteria in paragraph (d) of clause, NFS 1852.223- 70, Safety and Health Measures and Mishap Reporting, incorporated by reference in clause H.1, the Contractor shall promptly notify the Contracting Officer, or designee, of the event. The Contracting Officer, or designee, will facilitate access to NASA Public Affairs. NASA Public Affairs will work with the Contractor to generate a coordinated response to the Press and the public. (8) The Contractor shall comply with NASA requirements for the Release of Information to News and Information Media at https://www.nasa.gov/audience/formedia/features/communication_policy.html. (9) NASA PAO will coordinate all mission-related public information releases with the Contractor, and the Contractor shall use reasonable efforts to provide its review and comments back to NASA within five (5) (business) days of the request. If comments are not provided within the five (5) day time period, the submitted content will be considered not acceptable for release. (10) For urgent release of information (such as operational or contingency-related information) that relates to both parties and requires immediate release coordination; both NASA PAO and the Contractor shall attempt to release operational or contingency-related information of an immediate nature as quickly as possible, preferably the same day. (11) The Contractor must submit to NASA PAO any proposed public release of any video, photos and/or audio for identifiable NASA astronauts and their personal items in view to review and approval. NASA will inform the Contractor if any data is restricted within a reasonable amount of time, not to exceed ten (10) days. Restricted and Proprietary data cannot be released by the Contractor, either internally or externally, or used in

any manner or form. (12) The Contractor shall provide communication professionals for EVA pre-flight and EVA operations to address company- specific media inquiries.

(b) The Contractor shall protect NASA crew member's audio and imagery for all contract activities in order to protect NASA crew member privacy, in accordance with PWS 2.7, Data Review for Crew Privacy. Data that does not contain NASA crew members may be used by the Contractor after proper coordination in accordance with paragraph (a) above.

(c) The Contractor shall not use the words "National Aeronautics and Space Administration" or the letters "NASA" in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, ownership or endorsement of NASA, which does not, in fact, exist. In addition, the Contractor shall submit in advance any proposed public use of the NASA name or initials for NASA review and approval. NASA approval shall be based on applicable law and policy governing the use of the NASA name and initials. NASA's approval will not be unreasonably withheld. NASA identifiers will not be approved for use if Contractor includes the logos of Contractor sponsors. Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. The Contractor shall not publicly use such emblems/devices without prior NASA review and approval in accordance with such regulations.

(d) NASA does not endorse or sponsor any commercial product, service, or activity. NASA's certification of the Contractor's xEVA system under this Contract does not constitute certification or endorsement by NASA that the xEVA system is safe for public use. NASA's xEVAS certification means the Contractor's xEVA system has met NASA's safety requirements for EVA performed by NASA or NASA-sponsored crew. The Contractor agrees that nothing in this Contract will be construed to imply that NASA authorizes supports, endorses, or sponsors any product or service of the Contractor resulting from activities conducted under this Contract.

(e) All media access to NASA facilities or property or on-orbit resource request must be precoordinated with NASA PAO and follow the Media Filming Center or Program guidelines. JSC Guidelines for Media Filming of FOD Training and Operations activities is contained in FOD Work Instruction, CA-WI-34. NASA Media Guidelines can be found at <https://www.nasa.gov/multimedia/guidelines/index.html>. Any media activity that requires use of NASA resources will require assessment and may require reimbursement. Any such details will be negotiated with the Contractor via a separate agreement.

(f) NASA may request use of logos and images from the Contractor in support of dissemination of mission information to inform the public, though NASA is under no obligation to use the Contractor's logo in any NASA communications.

(g) NASA imagery is made available for public use per NASA's Media Use Guidelines at <https://www.nasa.gov/multimedia/guidelines/index.html>, and the Contractor shall not make any copyright claims to NASA's content. (h) NASA retains all rights to NASA acquired and NASA astronaut imagery.

(End of Clause)

LICENSES AND PERMITS FOR XEVAS OPERATOR

(a) The Contractor shall obtain and maintain the necessary licenses, permits and clearances that may be required by the Department of Transportation, Department of Commerce, Federal

Communications Commission, Food and Drug Administration, Department of Defense, NASA, or other Governmental agencies in order to provide services under this contract.

(b) The Contractor shall meet all contract requirements, in addition to all requirements necessary to obtain and maintain licenses, permits and clearances. In the event conflicts arise, the Contractor is responsible for resolving the conflict and shall immediately notify the Contracting Officer of the conflict and shall describe the methods the Contractor used to try to resolve the conflict.

(End of Clause)

SPECIAL UNDERSTANDING REGARDING DAMAGE TO GOVERNMENT ASSETS

In the event the Contractor is determined to be responsible for damage to NASA hardware while they are under the control of the Contractor, the Contractor shall reimburse the Government for the cost of repairs as well as any costs associated with delays as set forth in clause H.11, EVA Mission Windows (Applicable to CLINs 2 and 3 Only). After xEVAS operations, the clause H.9, Mission Success Determination, Investigation, and Corrective Actions, applies.

(End of Clause)

SPECIAL UNDERSTANDING REGARDING LIABILITY FOR THIRD PARTY CLAIMS FOR NUCLEAR INCIDENTS

In the event that a mission requires an interface with a Radioisotope Thermoelectric Generator (RTG) or other nuclear materials for which third party liability insurance is not commercially available, NASA will obtain from the Department of Energy (DOE) the necessary agreement to provide to the Contractor indemnification against third party claims pursuant to the Price Anderson Act, 42 U.S.C. §2210. Such agreement shall be obtained, and the task order for the mission shall be modified to reflect the Price Anderson Act indemnification prior to any xEVAS interface with a RTG or other nuclear materials. Any delay by NASA in timely obtaining Price Anderson Act indemnification prior to scheduled integration which results in a mission delay, shall constitute a Government-caused delay under clause H.11, EVA Mission Windows (Applicable to CLINs 2 and 3 Only). Such a Government-caused delay to the subject mission shall be subject to the contract's changes clause.

(End of Clause)

ASSOCIATE CONTRACTOR AGREEMENTS

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation with other ISS, Artemis, or Advanced Program/Mission Contractors in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the xEVA System to host vehicles, in-space and ground systems, and other essential activities, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract.

(b) ACAs shall include the following general information: (1) Identify the associate contractors and their relationships. (2) Identify the program involved and the relevant Government contracts of the associate contractors. (3) Describe the associate contractor interfaces by general subject matter. (4) Specify the categories of information to be exchanged or support to be provided. (5) Include the expiration date (or event) of the ACA. (6) Identify potential conflicts between relevant

Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) The Contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit the NASA Program with increased safety, efficiency and productivity.

(d) This Contractor's efforts in this cooperation will be evaluated as part of the contract performance feedback process.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(End of Clause)

MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Mitigation plan. The Organizational Conflict of Interest Avoidance/Mitigation Plan and its obligations are hereby incorporated in contract Attachment J-24, OCI Avoidance/Mitigation Plan.

(b) Changes. (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment. (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms —Contractor and —Contracting Officer shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

(End of Clause)

DISCLOSURE OF ORGANIZATIONAL CONFLICTS OF INTEREST AFTER CONTRACT AWARD

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors 'actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.
- (b) Mitigation plan. If there is a mitigation plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of Clause)

DATA WITH AN INCORRECT NOTICE OR UNIDENTIFIED DATA CONTAINING RESTRICTIVE OR LIMITING MARKINGS AND WRITTEN JUSTIFICATION OF SUCH MARKINGS

- (a) For purposes of this contract, "incorrect notice" means a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in a format authorized by this contract.
- (b) "Unidentified data" are data containing a restrictive or limiting marking, whether or not authorized by this contract, and not previously identified in an existing Identification and Representation of Data with Restrictive or Limiting Markings table in accordance with the following applicable clause(s) of this contract:

IDENTIFICATION AND REPRESENTATION OF DATA WITH RESTRICTIVE OR LIMITING MARKINGS.

- (c) Pursuant to FAR 52.227-14(e)(i), the Contractor's written justification to substantiate restrictive markings shall include historical documentary evidence that clearly identifies the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Conclusory statements without supporting historical documentary evidence shall constitute a failure to provide written justification to substantiate the propriety of the markings.
- (d) If the Contracting Officer notifies the Contractor of an incorrect notice and the Contractor fails to respond by either removing or correcting the marking within 60 days after receipt of such notice, the Government, at the Contracting Officer's sole discretion, shall have the right to issue a decision pertaining to the validity of an asserted restriction and to correct the markings after said period, and the data will no longer be made subject to any disclosure prohibitions.
- (e) If the Contracting Officer notifies the Contractor of unidentified data delivered under this contract and the Contractor fails to (1) provide written justification to substantiate the unidentified data are properly identified in an existing Identification and Representation of Data with Restrictive or Limiting Markings rights assertion table in accordance with the applicable IDENTIFICATION AND REPRESENTATION OF DATA WITH RESTRICTIVE OR LIMITING MARKINGS clause of this contract or (2) provide a new Identification and Representation of Data with Limiting or Restrictive Markings table in accordance with the applicable IDENTIFICATION AND REPRESENTATION OF DATA WITH RESTRICTIVE OR LIMITING

MARKINGS clause of this contract or (2) provide a new Identification and Representation of Data with Limiting or Restrictive Markings table in accordance with the applicable IDENTIFICATION AND REPRESENTATION OF DATA WITH RESTRICTIVE OR LIMITING MARKINGS clause of this contract within 60 days after receipt of such notice, the Government shall have the right to cancel or ignore the markings after said period and the data will no longer be made subject to any disclosure prohibitions. The Government's right to cancel or ignore markings associated with unidentified data is subject to the unauthorized marking of data provision in FAR 52.227-14(e).

- (f) Costs and expenses associated with correction of an incorrect notice or unidentified data containing a restrictive or limiting marking are unallowable costs under this contract. The Contractor shall be responsible for substantiating the markings at its own expense regardless if the markings originate from the Contractor or from a subcontractor.

(End of Clause)

IDENTIFICATION AND REPRESENTATION OF DATA WITH RESTRICTIVE OR LIMITING MARKINGS

- (a) This clause does not apply to restrictions based solely on copyright.

(b) Consistent with FAR 52.227-15(b), Limited Rights Data, Restricted Computer Software, and other data with authorized restrictive or limiting markings to be delivered in performance of this contract will be identified and listed pursuant to this clause. The Contractor shall not deliver any data in performance of this contract with restrictive or limiting markings unless the data are listed herein or later identified and certified by the Contractor that such data qualify for restriction in accordance with the terms of FAR 52.227-14 of this contract, as specified in paragraph (c) or (d) of this clause.

(c) Pre-Award Identification. (Start of Identification and Representation) The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software, and hereby certifies that the data related thereto and identified below qualify for restriction in accordance with the terms of FAR 52.227- 14 of this contract:

Technical Data* or Computer Software** to be Furnished with Restrictions Basis for Representation*** Represented Rights Category**** Name of Person Representing Restrictions***** Contractor Fill-in ***** Contractor Fill-in ***** Contractor Fill-in ***** Contractor Fill-in ***** A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest level pertaining to an item, component, or process. ** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software. *** Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's right should be limited or restricted. **** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights, Government Purpose Rights). ***** Corporation, individual, or other person, as appropriate. Date Printed Name and Title Signature (End of Identification and Representation)

(d) Post- Award Identification. In addition to the representations made within this clause before award, other representations may be made after award when based on new information or

inadvertent omission unless the inadvertent omission would have materially affected the Government's source selection decision, a payment decision, or both. Such identification and representations may be made after award whereby the Contractor shall submit a request to the Contracting Officer as soon as practicable after initial identification in the following format and signed by an official authorized to obligate the Contractor. The Contracting Officer will consider such a request and determine whether or not to accept the request by incorporating it in a contract modification. Such post-award identification shall be made in the following format: (Start of Identification and Representation) Identification and Representation of Data with Restrictive or Limiting Markings The Contractor asserts additional data not previously identified pursuant to the IDENTIFICATION AND REPRESENTATION OF DATA WITH RESTRICTIVE OR LIMITING MARKINGS clause of this contract and required to fulfill the data delivery requirements qualify as limited rights data, or restricted computer software, other authorized restrictive marking. The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Furthermore, the Contractor represents it has verified such recorded information and hereby certifies that the data identified below qualify for restriction in accordance with FAR 52.227- 14 of this contract:

Technical Data* or Computer Software** to be Furnished with Restrictions Basis for Representation*** Represented Rights Category**** Name of Person Representing Restrictions***** Contractor Fill-in ***** Contractor Fill-in ***** Contractor Fill-in ***** Contractor Fill-in ***** * A representation of technical data asserted as limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest segregable level pertaining to an item, component, or process. ** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software. *** A representation of other data shall be made at a lowest segregable level (i.e., broad descriptions are generally unacceptable due to indefiniteness). Generally, the development data entirely at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be limited or restricted. **** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights, Government Purpose Rights). ***** Corporation, individual, or other person, as appropriate. *****Contractor fill-in after award as applicable. Date Printed Name and Title Signature (End of Identification and Representation)

(e) If requested by the Contracting Officer, the Contractor shall provide sufficient recorded information to justify the validity of the restriction asserted to the data identified in this clause. Such written justification shall include historical documentary evidence that clearly identifies the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Conclusory statements without supporting historical documentary evidence shall constitute a failure to provide written justification to substantiate the propriety of the markings. Costs and expenses associated with providing sufficient recorded information to justify the validity of the restriction asserted to the data are unallowable costs under this contract. The Contractor shall substantiate its asserted restriction at its own expense.

(f) Based on the Contractor's actions or deliberate inaction, an omission regarding failing to identify data or a failure by the Contractor to identify, analyze, or verify data as described in this clause may be deemed as an act in deliberate ignorance or reckless disregard of the truth or

falsity of the information. The Contractor may not rely on past or commensurate actions or inactions by the Government regarding data not previously identified to the Government as limited rights data or restricted computer software yet delivered to the Government with restrictive or limiting markings and actually or constructively accepted by the Government.

(g) Subcontracting. If applicable, the Contractor shall obtain from its subcontractors sufficient recorded information to justify the validity of the restriction asserted to the data identified in this clause necessary to fulfill the Contractor's obligation in paragraph (e) of this clause. If a subcontractor refuses to accept terms affording the Contractor to provide such sufficient recorded information to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(End of Clause)

INSURANCE FOR HARM TO U.S. GOVERNMENT ASTRONAUTS

(a) As used in this clause— (1) "Harm" means: (i) Bodily injury to, impairment of health of, or death of, any U.S. Government astronaut; (ii) Damage to, loss of, or loss of use of, any U.S. Government astronaut personal property; (iii) Other direct, indirect, or consequential damage to any U.S. Government astronaut. (2) "EVA activities" means any and all hazardous activities involved in the development, training and operation of the Contractor's xEVA system, including any and all hazardous activities involved in ground, in-space and surface operations. (3) "U.S. Government astronaut" means any individual who meets the definition of "government astronaut" under 51 U.S.C. § 50902(4)(A), (B), and (C)(i), which means an individual who is an employee of the U.S. Government, including the uniformed services, engaged in the performance of a Federal function under authority of law or an Executive Act and designated as a government astronaut by NASA in accordance with applicable NASA requirements.

(b) The contractor shall maintain during performance of this contract, personal liability insurance covering, or demonstrate financial capability to compensate for, harm to any and all U.S. Government astronauts sustained during the contractor's performance of EVA activities in the amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate, annually. U.S. Government astronauts shall be named as additional insured parties under these policies. The contractor shall provide acceptable evidence of the insurance or financial capability to the Contracting Officer, which shall be subject to Contracting Officer approval, no later than the 30 days prior to any xEVA system hazardous operation that involves a U.S. astronaut.

(End of Clause)

CROSS WAIVER OF LIABILITY FOR LUNAR SURFACE ACTIVITIES

(a) As used in this clause— (1) "Damage" means: (i) Bodily injury to, impairment of health of, or death of, any person; (ii) Damage to, loss of, or loss of use of, any property; (iii) Loss of revenue or profits; or (iv) Other direct, indirect, or consequential damage. (2) "Lunar Surface Activities" means activities performed pursuant to this contract on the surface of the Moon. Lunar Surface Activities commence upon contact with the lunar surface and conclude with liftoff from the lunar surface. (3) "Party" means either NASA or the Contractor, as appropriate (collectively, the "Parties"). (4) "Related Entity" means: (i) A contractor or subcontractor of a Party at any tier; (ii) A user or customer of a Party at any tier; or (iii) A contractor or subcontractor of a user or customer of a Party at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

(b) Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities, or employees of the other Party's Related Entities, for Damage arising from or related to Lunar Surface Activities.

(c) This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the contract or to rights and obligations arising from activities that are not within the scope of this Contract.

(d) Each Party shall extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities, for Damage arising from or related to Lunar Surface Activities.

(e) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to: (1) Claims between a Party and its own Related Entity or between its own Related Entities; (2) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this contract or is otherwise bound by the terms of this cross-waiver) for bodily injury, other impairment of health, or death of such natural person; (3) Intellectual property claims; (4) Claims for Damage caused by willful misconduct; (5) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities pursuant to paragraph (c) of this clause; or (6) Claims by a Party arising out of or relating to the other Party's failure to perform its obligations under this contract.

(f) Nothing in this clause shall be construed to create the basis for a claim or suit where none would exist.

(End of Clause)

CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION AND GATEWAY ACTIVITIES (DEVIATED)

(a) The Intergovernmental Agreement for the International Space Station ("ISS") (hereinafter, the "IGA") contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS and any addition of evolutionary capabilities utilizing Article 14 of the IGA, including the civil lunar Gateway (the "Gateway"). The cross-waiver of liability in this clause is intended to be broadly construed to achieve this objective.

(b) As used in this clause and for purposes of this Contract, the term:

(1) "Agreement" refers to any NASA Space Act agreement or contract that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.

(2) "Damage" means: (i) Bodily injury to, or other impairment of health of, or death of, any person; (ii) Damage to, loss of, or loss of use of any property; (iii) Loss of revenue or profits; or (iv) Other direct, indirect, or consequential Damage.

(3) "Launch" means the intentional ignition of the first-stage motor(s) of the Launch Vehicle intended to place or try to place a Launch Vehicle (which may or may not include any Transfer Vehicle, Payload or crew) from Earth: (i) in a suborbital trajectory; (ii) in Earth orbit in outer space; (iii) in lunar orbit; or (iv) otherwise in outer space, (v) including Launch Services activities involved in the preparation of a Launch Vehicle, Transfer Vehicle or Payload for launch.

(4) "Launch Services" means: (i) Activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, Payload, or crew (including crew training), if any, for launch; and (ii) The

conduct of a Launch.

(5) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(6) "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, The Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor Agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.

(7) "Party" means a party to an Agreement involving activities in connection with the Gateway, including the Parties to this Contract.

(8) "Payload" means all property to be flown or used on or in a Launch Vehicle, Transfer Vehicle, and/or the Gateway and element(s) thereof.

(9) "Protected Space Operations" means all Launch or Transfer Vehicle activities, Gateway activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space performed in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to: (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the Gateway, Payloads, or instruments, as well as related support equipment and facilities and services; and (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS (which includes Gateway), as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the Gateway to develop further a Payload's product or process for use other than for Gateway-related activities in implementation of the IGA.

(10) "Reentry" means to purposefully return or attempt to return, through completion of recovery, a Transfer Vehicle, Payload, or crew from the Gateway, Earth orbit, or outer space to Earth.

(11) "Reentry Services" means: (i) Activities involved in the preparation of a Transfer Vehicle, Payload, or crew (including crew training), if any, for Reentry; and (ii) The conduct of a Reentry through completion of recovery.

(12) "Related Entity" means: (i) A contractor or subcontractor of a Party or a Partner State at any tier; (ii) A user or customer of a Party or a Partner State at any tier; or (iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

(13) "Space Station" means the International Space Station, and any additional evolutionary capabilities made pursuant to Article 14 of the IGA, including the civil lunar Gateway.

(14) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The Contractor agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for

Damage, whatever the legal basis for such claims, against: (i) A Party as defined in (b)(7) of this clause; (ii) A Partner State, including the United States of America; (iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or (iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(2) In addition, the contractor shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause, to its Related Entities by requiring them, by contract or otherwise, to: (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to: (i) Claims between the Contractor and its own Related Entities or between its Related Entities; (ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this crosswaiver) for bodily injury to, or other impairment of health of, or death of, such person; (iii) Claims for Damage caused by willful misconduct; (iv) Intellectual property claims; (v) Claims for Damage resulting from a failure of the contractor to extend the crosswaiver of liability to its subcontractors or related entities, pursuant to paragraph (c)(2) of this clause; (vi) Claims by the Government arising out of or relating to the contractor's failure to perform its obligations under this Contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(d) Waiver of claims Between the Government and Contractor:

(1) This clause provides for a reciprocal waiver of claims between the Government and the Contractor and their Related Entities as described in paragraph (c) above, except that the Government shall waive such claims only to the extent such claims exceed the maximum amount of the Contractor's insurance or financial capability required under paragraph (f) below. This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the contract or to rights and obligations arising from activities that are not within the scope of this Contract.

(2) Pursuant to paragraph (c)(2), the Contractor shall extend this waiver of claims to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the Government and its Related Entities.

- (e) If the Contractor is required to obtain a Federal Aviation Administration (FAA) license in accordance with 51 U.S.C. 50901 et seq., for all Launch Services and Reentry Services performed under this Contract, this waiver of claims shall not be applicable to activities under this Contract that are subject to the FAA license. This waiver of claims shall cover all other activities performed under this Contract.
- (f) Throughout the performance of the contract, the Contractor shall maintain insurance, or demonstrate financial capability to compensate, for damages (as defined in paragraph (b)(2)(ii)) to U.S. Government property, except for: (i) damage to Gateway element(s) on-orbit; (ii) damage or loss resulting from the willful misconduct of the Government or its employees; and (iii) damage to U.S. Government property that is otherwise covered pursuant to insurance required for FAA licensing. For the avoidance of doubt, for obligations within this (f) clause,

the Contractor is not required to obtain insurance or demonstrate financial capability for any damages caused to the Gateway element(s) that occur on orbit during performance of this Contract. Such insurance shall be an amount up to \$100 million, or the maximum amount available in the market at reasonable cost, subject to approval by the Contracting Officer. Financial capability, if authorized by the Contracting Officer, shall be in the amount of \$100 million. The Contractor shall provide acceptable evidence of the insurance or financial capability to the Contracting Officer, subject to Contracting Officer approval. Insurance policies shall name the United States Government as an additional insured party. Once approved by the Contracting Officer, insurance policies may not be modified or canceled without the prior, written approval of the Contracting Officer. In the event any losses or damages are covered by such insurance, the Government may, at its discretion, request that insurance proceeds be applied directly to the repair or replacement of such damage or loss, rather than paid directly to the Government. The Government may request that all insurance proceeds be made payable directly to the party making the repairs or providing a replacement. Such repair or replacement shall be to the satisfaction of the Contracting Officer. If losses or damages exceed available insurance, the Government shall have the right to prioritize the application of insurance proceeds.

(End of Clause)

SCHEDULES PRICE REDETERMINATION

- (a) For the purpose of this clause, the ordering period of this contract is divided into two periods. The first period shall extend from the start date of the IDIQ ordering period established in Clause I.7 to December 30, 2027, and the second period shall extend from January 1, 2028 through the end of the ordering period in Clause I.7.
- (b) At the Contracting Officer's request, the contractor agrees to submit a proposal to enable the Government to reassess out year contract prices for a possible downward adjustment for the following: • Table B.4.3 ISS Services (SubCLIN 1B) – Out Year NTEs Schedule • Table B.4.5 ISS Mission Unique Capabilities (SubCLIN 1C) – Out Year NTEs Schedule • Table B.5.3 Artemis Services (SubCLIN 1B) – Out Year NTEs Schedule • Table B.5.5 ISS Artemis Unique Capabilities (SubCLIN 2C) – Out Year NTEs Schedule • Table B.8.2 Fully Burdened Labor Rates – Out Year NTEs Schedule The contractor's proposal shall include sufficient data to support the accuracy and reliability of this estimate, including traceability and an explanation of any differences between this estimate and the original estimate for the services.
- (c) The Government shall request this proposal not more than 180 days nor less than 90 days before the end of the first period in paragraph (a).
- (d) Upon the Contracting Officer's receipt of the proposal data required by paragraph (b) of this section, the Contracting Officer and the Contractor agree to negotiate to redetermine fair and reasonable prices that may be utilized in the second period stated in paragraph (a).
- (e) Any negotiated redetermination made under this clause shall not result in an upward adjustment to the prices in Schedule B.
- (f) Any negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer.

(End of Clause)