

NNJ06TA25C_Orion Flowdowns_11-14-2023**U.S. GOVERNMENT CLAUSES****Prime Contract Number: NNJ06TA25C****Date of Update: 11-14-2023**

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.

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Clause	Date	Reference
52.204-09	Jan 2006	Personal Identity Verification of Contractor Personnel
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data- Modifications (Alt II) (Oct 1997), (Alt III) (Oct 1997) Insert (d) Electronic Media: Microsoft Media: Microsoft Office® Substitute " Buyer Procurement Representative" for "Contracting Officer" throughout this clause.
52.222-39	Dec 2004	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Applicable for all purchase orders/subcontracts over \$100K)
52.223-03	Jan 1997	Hazardous Material Identification and Material Safety Data, (ALT I) (Jul 1995) (Alt I also applies if this subcontract involves hazardous materials) The Subcontractor with its offer must complete subparagraph (b), or insert " NONE." Substitute "Buyer Procurement Representative" for "Contracting Officer." Insert "and Buyer" after "Government" throughout the clause, except insert "or Buyer" after Government in paragraph (f).
52.223-05	Aug 2003	Pollution Prevention and Right to Know Information (Alt I) (Aug 2003), (Alt II) (Aug 2003) (Applicable if this subcontract provides for work to be performed on a Federal Facility) Communication between the Contractor and the Federal facility shall be through the Buyer Procurement Representative.
52.224-1	Apr 1984	Privacy Act Notification (Applicable if this subcontract requires you to design, develop, or operate a system of records on individuals required to accomplish an agency function)
52.227-01	Jul 1995	Authorization and Consent, Alt I, (Apr 1984) This clause with Alternate I is in lieu of the basic clause identified
52.227-16	Jun 1987	Additional Data Requirements (Applicable if you will be providing data) "Contracting Officer" means "Buyer Procurement Representative" throughout this clause
52.227-21	Jan 1997	Technical Data Declaration Revision, and Withholding of Payment – Major Systems (Applicable if you will be delivering technical data) "Contracting Officer" means "Buyer." "Government" means "Buyer" in paragraph (b)(2) and "Buyer or Government" in paragraph (d).
52.232-17	Jun 1996	Interest. "Government" means "Buyer" throughout this clause
52.243-02	Aug 1987	Changes-Cost Reimbursement (Aug 1987), Alt V (APR 1984) [contracts related to DDT&E or production), Alt II (APR 1984) [contracts related to sustaining engineering). Substitute "Buyer" for " Government" throughout this clause. Substitute "Buyer Procurement Representative" for "Contracting Officer" throughout this clause. In paragraph (a) of Alt V add as subparagraph (4) "Delivery schedule." In paragraph (a) of Alt II add as subparagraph (7) "Delivery Schedule ." In paragraph (d) the reference to the disputes clause is deleted.
52.243-07	Apr 1984	Notification of Changes. Substitute "Buyer" for "Government" throughout this clause Substitute "Buyer Procurement Representative" for "Contracting Officer" and " Administrative Contracting Officer" throughout this clause.

Clause	Date	Reference
52.245-09	Aug 2005	Use and Changes (Fixed, price contracts under production phase) Rental requests pursuant to paragraph (d) shall be submitted to the Buyer Procurement Representative. Communication with the Contracting Officer or Administrative Contracting Officer shall be through the Buyer Procurement Representative.
52.246-07	Aug 1996	Inspection of Research and Development Fixed-Price (Applicable only to Fixed- Price purchase orders/sub contracts for research and development) "Government" means "Buyer and the Government" in paragraphs (a), and (b). "Government" means Buyer or the Government" in paragraph (c). "Government" means "Buyer" in paragraphs (d), (e), and (f). "Contracting Officer" means "Buyer Procurement Representative" throughout.
52.246-08	Mar 2001	Inspection of Research and Development --Cost Reimbursement (Applicable only to Cost Reimbursable purchase orders/subcontracts for research and development). "Government" means "Buyer" except (1) in paragraphs (b) and (c) where it means "Buyer and the Government ", (2) in paragraph (d) where it means "Buyer or the Government" and (3) in paragraph (k) where the term is unchanged.

NASA FARS:

Clause	Date	Reference
1852.237-72	Jun 2005	Access to Sensitive Information. In subparagraph (e) "Government" means "Buyer." Report any breaches in accordance with subparagraph (c)(7) through the Buyer Procurement Representative. Communicate with respect to the obligations in the clause through the Buyer Procurement Representative.
1852.237-73	Jun 2005	Release of Sensitive Information. Report any breaches in accordance with paragraph (d)(B) through the Buyer Procurement Representative. Communicate with respect to the obligations in the clause through the Buyer Procurement Representative.

NASA FARS INCORPORATED IN FULL TEXT:**1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)**

- (a) As used in this clause, “sensitive information” refers to information not already in the public domain whose unauthorized disclosure could be prejudicial to the Contractor’s interest. Such information includes, but is not limited to, trade secrets, information pertaining to customers, vendors, or other business affiliates of the Contractor, financial and pricing information, marketing and sales information, drawings, specifications, computer software, know-how, processes, ideas, formulas, computer programs, databases, designs, algorithms, names and expertise of employees and consultants, product development plans, forecasts and strategies, which has been marked as proprietary (or with words of similar meaning) by a stamp or other written or recorded identification by the Contractor.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to:
 - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization, or those supporting the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not already in the public domain, whose unauthorized disclosure could be prejudicial to the Contractor's interest. Such information includes, but is not limited to, trade secrets, information pertaining to customers, vendors, or other business affiliates of the Contractor, financial and pricing information, marketing and sales information, drawings, specifications, computer software, know-how, processes, ideas, formulas, computer programs, databases, designs, algorithms, names and expertise of employees and consultants, product development plans, forecasts and strategies, which has been marked as proprietary (or with words of similar meaning) by a stamp or other written or recorded identification by the Contractor.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c)
 - (1) The Contractor shall identify any sensitive Information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:
 - i. Mark the title page with the following legend:
 - 1. This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is lawfully obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].
 - 2. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:
 - a. Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.
 - (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its

service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
 - (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including 111is paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

CLAUSES INCORPORATED IN FULL TEXT:**1. SECURITY/BADGING REQUIREMENT FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-910 (JAN 2006)**

(Applicable for all purchase orders/subcontracts)

- (a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontract who is not a US Citizen (foreign national) may not be admitted to the HSC site for purposes of performing work without special arrangement. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangement. For employees as described above, advance notice must be given to the Security Office of the host installation at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- (b) All visit/badge requests for persons described above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into a JSC and WSTF site until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.
- (c) The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist, the Buyer Procurement Representative, or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), and US Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.
- (d) The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/representative may be allowed access to NASA centers for performance of this contract, (2) required investigation can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by representatives of Buyer or any NASA center to be visited.

2. IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (JAN 2006) (Applicable if you will be performing work at JSC)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee badges will be issued only between the hours of 7:30 a.m. to 4 p.m.,

Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to declare citizenship and personally sign for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Office upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

3. SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES (Applicable for all purchase orders/subcontracts)

(a) Definitions: In this provision:

- i. The term "Russian entities" includes the following:
 1. The Russian Federal Space Agency (Roscosmos)
 2. Any organization or entity under the jurisdiction or control of Roscosmos, or
 3. Any other organization, entity, or element of the Government of the Russian Federation
- ii. The term "Organization or entity under the jurisdiction or control of Roscosmos" means an organization or entity that:
 1. Was made part of the Russian Federal Space Agency upon its establishment on February 25, 1992;
 2. Was transferred to the Russian Federal Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;
 3. Was or is transferred to the Russian Aviation and Space Agency or Russian Federal Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000; or
 4. Is a joint stock company in which the Russian Aviation and Space Agency or Russian Federal Space Agency has at any time held controlling interest
- iii. The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to January 1, 2012, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the Iran and Syria Nonproliferation Act (the Iran Nonproliferation Act as amended by the Iran Nonproliferation Amendments Act of 2005) to allow extraordinary payments prior to January 1, 2012 to Russian entities in connection with the International Space Station. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. contractors.

(c)

- i. The Contractor shall not subcontract with Russian entities without first receiving written approval from the Buyer Procurement Representative. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the Buyer Procurement Representative with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraphs (a):
 1. A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payment that will be made under the subcontract.
 2. The contractor shall provide certification that the subcontracting entity is not on any of the denied parties, specially designated national and entities of concern lists found at: <http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html>
 - ii. Unless relief is granted by the Buyer Procurement Representative, the information necessary to obtain approval to subcontract shall be provided to the Buyer Procurement Representative 60 business days prior to executing any planned subcontract with entities defined in paragraph (a).
- (d) After receiving approval to subcontract, the contractor shall provide the Contracting Officer with a report (with a copy to Buyer Procurement Representative) every six months which documents the individual extraordinary payment made to an entity in paragraph a. The reports are due on July 15th and January 15th. The July 15th report should document all of the individual extraordinary payments made from the previous January through June. The January 15th report should document all of the individual extraordinary payments made from the previous July through December. The content of the report shall provide the following information for each time an extraordinary payment is made to an entity in paragraph a:
- i. The name of the entity
 - ii. The subcontract number
 - iii. The amount of the payment
 - iv. The date of the payment
- (e) The Buyer Procurement Representative may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The Buyer Procurement Representative may direct the Contractor to terminate for the convenience any subcontract at any tier with an entity described in paragraphs (a), subject to an equitable adjustment.
- (f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after January 1, 2012 the contractor shall be responsible to make payments to entities defined in paragraphs (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the US Government to make extraordinary payment on subcontracts with Russian entities on or before December 31, 2011.
- (g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the Buyer Procurement Representative to enter into any tier subcontract that involves entities defined in paragraph (a).

4. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with all applicable center policies and procedures. The contractor shall keep itself and pertinent

subcontractors up-to-date with the latest revisions of these policies and procedures. The contractor shall promptly take corrective action upon receipt of notice from Buyer or the Contracting Officer of noncompliance with any applicable center policy or procedure.

5. PATENT RIGHTS (Applicable for all purchase orders/subcontracts)

This contract includes the New Technology Clause 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to contract research and incorporated into deliverables under the contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, NASA Contracting Officer permission communicated through the Buyer Procurement Representative is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the NASA Contracting Officer through the Buyer Procurement Representative the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where NASA Contracting Officer permission through the Buyer Procurement Representative is not obtained prior to incorporating its background inventions into Contractor work. This clause or a clause substantially the same shall be included in all subcontracts at any tier.

6. SPACE FLIGHT MOTIVATION AWARENESS PROGRAM (Applicable for all purchase orders/subcontracts)

The Contractor shall establish a program for Space Flight Awareness (SFA). The Program's goals and objectives are to:

- Ensure every employee involved in human space flight is aware of the importance of their role in promoting safety, quality and mission success.
- Participation in NASA-Industry Space Flight Awareness Program.
- Increase awareness of the Human Space Flight Program accomplishments, milestones and objectives with a focus on safety and mission success.
- Conduct events and products that motivate and recognize the workforce, and enhance employee morale.
- Function as an internal communications team to disseminate key educational, program/management safety, quality, and mission success messages and themes.

7. SMALL BUSINESS SUBCONTRACTING GOALS (Applicable if you are a large business)

(a) 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," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.10 I of the Federal Acquisition Regulation.

(b) The subcontracting goal established for this contract is 11.5 percent, including options. The small business percentage goal, (11.5 percent), includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns	4.9 percent
Woman-Owned Small Business Concerns	2.5 percent
HubZone Small Business Concerns	.7 percent
Veteran-Owned Small Business Concerns	.7 percent
Service-Disabled Veteran-Owned Small Business Concerns	.7 percent
HBCU's (includes other minority institutions)	.3 percent

8. SUBCONTRACTOR SMALL BUSINESS REPORTING

First-tier large business subcontractors to Buyer are required to report lower-tier Small Business Concern subcontracting dollars on a semi-annual basis. This reporting is conducted through the Electronic Subcontracting Reporting Systems (eSARS) located at [http:// www.esars.gov](http://www.esars.gov).

9. DATA DELIVERABLE MARKING REQUIREMENTS FOR EXPORT CONTROL

(a) The contractor shall perform an export control assessment for all data deliverable items under this Contract

(b) If a product is determined to contain information controlled by the International Traffic in Arms Regulations, the following statement shall be included on the product cover page:

Internal Traffic in Arms Regulations (ITAR) Notice

This document contains information on [Subcontractor or offeror to list specific pages and paragraphs subject to ITAR control] that falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

(c) If a product is determined to contain information controlled by the Export Administration Regulations and which requires a license or exemption prior to export, the following statement shall be included on the product cover page:

Export Administration Regulations (EAR) Notice

This document contains information on (Subcontractor or offeror to list specific pages subject to the EAR] within the purview of the Export Administration Regulations (EAR), 15 CFR 730-744, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security (BIS), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

(d) If a product has been determined to be suitable for public release it shall be so labeled.

10. APPLICATION OF U.S. SPACE TRANSPORTATION POLICY (Applicable for all purchase orders/subcontracts)

All effort under this contract shall be consistent with the National Security Presidential Directive/NSPD-40 (U.S. Space Transportation Policy.)

11. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Applicable if your contract involves information technology resources or services in which you must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency) (Communications between the Contractor and the Government shall be made through Buyer.)

- (a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:
 - 1. Computer control of spacecraft, satellites, or aircraft or their payloads;
 - 2. Acquisitions, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
 - 3. Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.
- (b) The Contractor shall provide, implement, and maintain an IT Security 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. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:
 - 1. OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

2. NASA Procedures and Guidelines (NPG 2810.1, Security of Information Technology; and
 3. Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines
- (c) Within 60 days after contract award, the contractor shall submit for Buyer approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in any proposal or sealed bid by the Contractor that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Buyer Procurement Representative, shall be incorporated into the contract as a compliance document.
- (d)
1. Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 16 20.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms through the Buyer Procurement Representative to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC
 2. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT- I has the highest level of risk):
 - i. IT-1--individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for ex ample, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
 - ii. IT-2--Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA miss ions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; 11nd those that contain the primary copy of "level I" data whose cost to replace exceeds one million dollars.
 - iii. IT-3--individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has subst11ntial cost to replace, even if these systems are not interconnected with a NASA network.
 3. Screening for individuals shall employ forms appropriate for the level of risk as follows:
 - i. IT-I: Fingerprint Card (FC) 258 and Standard Fonn (SF) 85P, Questionnaire for Public Trust Positions;
 - ii. IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

- iii. IT-3: NASA Form 531, Name Check, and FC 258.
- 4. The NASA Contracting Officer may permit the Buyer Procurement Representative to allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA .
- 5. Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of:
 - i. Current or recent national security clearances (within last three years);
 - ii. Screening conducted by NASA within last three years; or
 - iii. Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.
- (e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.
- (f) The Contractor shall afford Buyer and NASA, including the Office of the Inspector General, 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, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

12. RIGHTS IN DATA GENERAL (Supersedes FAR 52.227-14)

(a) Definitions:

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit and function data," as used in this clause, means data relating to items , components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration , mating, and attachment characteristics, functional characteristics, and performance requirements ; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such 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)(3) 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,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right 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. Except as provided in paragraph I of this clause regarding copyright, the Government shall have unlimited rights in:
 - Data first produced in the performance of this contract;
 - Form, fit, and function data delivered under this contract;
 - 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; and
 - All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
2. 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, unless provided otherwise in paragraph (d) of this clause;
 - Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

- Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (c) and (f) of this clause; and
- Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph I (I) of this clause.

Copyright:

- (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the NASA Contracting Officer, claim to copyright subsisting 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 NASA Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U S. Copyright Office. 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 in 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 by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the NASA Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph 1(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(J) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph I, and to include such notices on all reproductions of the data.
 - (i) Release, publication and use of data

- (1) 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 to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the NASA Contracting Officer.

(c) 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)(2) or (g)(J) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the NASA Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
 - The NASA Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the NASA 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.
 - If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(l)(i) of this clause, the NASA Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the NASA Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the NASA Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the NASA Contracting Officer shall furnish the Contractor a written determination, which determination shall 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 NASA Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(l)(iii) until final resolution of the matter either by the NASA Contracting Officer's determination becoming final (in which instance the Government shall 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)(l) 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. This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
4. 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 this paragraph (e) from bringing a claim under the Contract Disputes Act, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
 - Omitted or incorrect markings:
 - (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph l of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the NASA Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the NASA 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 use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
 - (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.
 - Protection of limited rights data and restricted computer software:
 - (1) When data other than that listed in subdivisions (b)(l)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

- (2) Notwithstanding paragraph (g)(l) of this clause, the contract may identify and specify the delivery of limited rights data, or the NASA Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (June 1987)

- (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 for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:
- (1) Use (except for manufacture) by support service Contractors.
 - (2) Evaluation by nongovernment evaluators.
 - (3) Use (except for manufacture) by other Contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
 - (4) Emergency repair or overhaul work.
 - (5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.
- (b) This Notice shall be marked on MY reproduction of these data, in whole or in part.

(End of notice)

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

Restricted Rights Notice (June 1987)

- (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 in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
 - (2) Used or copied for use in 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, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors in accordance with paragraphs (b)(l) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
- (6) Used or copied for use in or transferred to a replacement computer.

Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

- (c) 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.
- (d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof :

Restricted Right Notice Short Form (June 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 published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: " Unpublished-rights reserved under the Copyright Laws of the United States."

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government and Buyer under this contract. If a subcontractor refuses to accept terms affording the Government and Buyer such rights, the Contractor shall promptly bring such refusal to the attention of the NASA Contracting Officer and the Buyer Procurement Representative and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government and Buyer under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government or Buyer.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the NASA Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(l) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the NASA Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the NASA Contracting Officer shall designate an alternate inspector.

- 13. EARNED VALUE MANAGEMENT SYSTEM** (applicable if contract meets or exceeds \$20.0 M)
- (a) In the performance of this contract, the Contractor shall use an earned value management system (EVMS) that has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with the guidelines specified in ANSI/EIA Standard 748, Industry Guidelines for Earned Value Management Systems.
 - (b) If, at the time of award, the Contractor's EVMS has not been recognized by the ACO as complying with the EVMS guidelines, the Contractor shall apply the system to the contract and shall take timely action to implement its plan to obtain compliance. The Contractor shall follow and implement the approved compliance plan in a timely fashion. The Government will conduct a Compliance Review to assess the contractor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Buyer Procurement Representative may take remedial action, that may include, but is not limited to, a reduction in fee.
 - (c) The Government and Buyer will require integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 180 calendar days after contract award or exercise of significant contract options; or within two months after distribution of a supplemental agreement that implemented a significant funding realignment or effected a significant change in contract requirements. The objective of IBRs is for the Government, Buyer and the Contractor to jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
 - (d) Unless a waiver is granted by the ACO, Contractor proposed EVMS changes require approval of the ACO prior to implementation. All proposed changes shall be submitted through the Buyer Procurement Representative. If the advance approval requirements are waived by the ACO and Buyer, the Contractor shall disclose EVMS changes to the Buyer Procurement Representative at least 21 calendar days prior to the effective date of implementation.
 - (e) The Contractor agrees to provide access to all pertinent records and data requested by Buyer, the ACO or a duly authorized representative. Access is to permit Government or Buyer surveillance to ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause.
 - (f) The Contractor shall be responsible for ensuring that the subcontractors identified in this contract comply with the EVMS requirements at the specified level. If the Contractor does not have an EVMS that has been recognized by the ACO as compliant with ANSI/EIA 748, NASA or Buyer must conduct Compliance Reviews of subcontractors' EVMS in the manner as described at paragraph (b) of this clause.
 - (g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline or Over Target Schedule, the contractor shall submit to the Buyer Procurement representative a request for approval to begin implementation of an Over Target Baseline or Over Target Schedule. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the re-baselining. For cost-reimbursement contracts, the contract budget baseline shall exclude changes for cost growth increases, other than for authorized changes to the contract requirements.

14. SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (FEB 2006) (Applicable for Cost Reimbursement Contracts only; Documents required by this clause shall be provided by the Contractor to Buyer)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid:
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first -tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to the Buyer Procurement Representative.