

NNJ10TB01C_ESOC Flowdowns_MOD 363_06-19-2023

U.S. GOVERNMENT CLAUSES

Prime Contract Number: NNJ10TB01C
Modification #: 363
Date of Creation: 06-19-2023

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

REFERENCE	DATE	CLAUSE
52.202-1	JUN 2020	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUN 2020	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUN 2020	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2020	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	JUN 2020	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	JUN 2020	DISPLAY OF HOTLINE POSTERS (INSERT PARAGRAPH (3)- SEE ADDRESS IN NFS 1852.203-70)
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	OCT 2018	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUN 2020	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-14	OCT 2016	SERVICE CONTRACT REPORTING REQUIREMENTS
52.204-15	OCT 2016	SERVICE CONTRACT REPORTING REQUIREMENT FOR INDEFINITE-DELIVERY CONTRACTS
52.204-21	JUN 2016	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (ONLY APPLICABLE TO NEW SYSTEMS ACQUIRED VIA CONTRACT MODIFICATION OR DELIVERY ORDER)
52.204-25	AUG 2019	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.204-27	JUN 2023	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
52.209-6	JUN 2020	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 2020	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	JUN 2020	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-12 DEVIATION	JUL 2018	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-00015)

REFERENCE	DATE	CLAUSE
52.215-13 DEVIATION	JUL 2018	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2018-00015)
52.215-14 ALT I	OCT 2010 OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY (<i>CLAUSE NOT APPLICABLE BEGINNING OCTOBER 1, 2020</i>).
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	JUN 2020	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS
52.216-7	AUG 2018	ALLOWABLE COST AND PAYMENT (<i>APPLICABLE ONLY TO COST REIMBURSEMENT</i>) (IN PARAGRAPH (A)(3)- INSERT “15TH CALENDAR” DAY FOR COST AND FEE).
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (CLAUSE FILL-IN: BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS.)
52.219-8	OCT 2018	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9 ALT II	AUG 2018 NOV 2016	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (INSERT PARAGRAPH (A)- THE USE OF OVERTIME IS AUTHORIZED UNDER THIS CONTRACT IF THE OVERTIME PREMIUM DOES NOT EXCEED ZERO)
52.222-3	JUN 2003	CONVICT LABOR
52.222-20	JUN 2020	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT
52.222-21	APR 2015	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	SEPT 2016	EQUAL OPPORTUNITY
52.222-35	JUN 2020	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	JUN 2020	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
52.222-37	JUN 2020	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	AUG 2018	SERVICE CONTRACT LABOR STANDARDS
52.222-50	JAN 2019	COMBATING TRAFFICKING IN PERSONS
52.222-54	OCT 2015	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUN 2020	AUTHORIZATION AND CONSENT

REFERENCE	DATE	CLAUSE
52.227-2	JUN 2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14 ALT II ALT III	APRIL 2015	RIGHTS IN DATA – GENERAL AS MODIFIED BY NFS 1852.227-14 (<i>APPLICABLE IF SUBCONTRACT CONTAINS FAR 52.227- 14</i>)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES (<i>APPLICABLE ONLY TO FIRM FIXED PRICE</i>)
52.230-2	JUN 2020	COST ACCOUNTING STANDARDS
52.230-3	JUN 2020	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	JUNE 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS (<i>APPLICABLE ONLY TO FIRM FIXED PRICE</i>)
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT (<i>APPLICABLE ONLY TO FIRM FIXED PRICE</i>)
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	MAY 2014	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JAN 2017	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2018	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT
52.232-35	JUL 2013	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (INSERT PARAGRAPH (C)- SEE ADDRESS IN CLAUSE G.3)
52.233-1	MAY 2014	DISPUTES- (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2014	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED PRICE (ALT II) (APR 1984) (<i>APPLICABLE ONLY TO FIRM FIXED PRICE</i>)
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT (ALT II) (APR 1984) (<i>APPLICABLE ONLY TO COST REIMBURSEMENT</i>)
52.243-6	APR 1984	CHANGE ORDER ACCOUNTING
52.244-2	JUN 2020	SUBCONTRACTS (ALT I) (JUN 2020) <i>INSERT PARAGRAPH (D): ALL SUBCONTRACTS GREATER THAN \$10M. INSERT PARAGRAPH (J): - ILC DOVER – CPAF FOR SUSTAINING ENGINEERING SERVICES; - ILC DOVER – FFP FOR SSA PRODUCTION; - OCEANEERING SPACE SYSTEMS (OSS) - CPAF FOR SUSTAINING ENGINEERING SERVICES; -KELLOG BROWN & ROOT (KBR) – CPFF FOR SUSTAINING ENGINEERING SERVICES;</i>

REFERENCE	DATE	CLAUSE
		- MATHEMATICAL RESEARCH INCORPORATED (MRI) – CPFF FOR ADMINISTRATIVE SUPPORT SERVICES.
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6 DEVIATION		SUBCONTRACTS FOR COMMERCIAL ITEMS (DEVIATION 20-03)
52.245-1	JAN 2017	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES (<i>APPLICABLE ONLY TO FIRM FIXED PRICE</i>)
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST REIMBURSEMENT
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-11	DEC 2014	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-24	FEB 1997	LIMITATION OF LIABILITY – HIGH-VALUE ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JUN 2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.248-1	JUN 2020	VALUE ENGINEERING
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (<i>APPLICABLE ONLY TO FIRM FIXED-PRICE</i>)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) (<i>APPLICABLE ONLY TO COST-REIMBURSEMENT</i>)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (<i>APPLICABLE ONLY TO FIRM FIXED-PRICE</i>)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

NASA FARs:

REFERENCE	DATE	CLAUSE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.203-71	AUG 2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.216-89	AUG 2016	ASSIGNMENT AND RELEASE FORMS
1852.219-75	APR 2015	INDIVIDUAL SUBCONTRACTING REPORTING
1852.219-77	APR 2015	NASA MENTOR-PROTÉGÉ PROGRAM
1852.219-79	APR 2015	MENTOR REQUIREMENTS AND EVALUATIONS
1852.223-70	DEC 2015	SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (<i>INSERT THE SUBSTANCE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (G) IN ALL SUBCONTRACTS ABOVE THE SIMPLIFIED ACQUISITION THRESHOLD WHEN THE WORK WILL BE CONDUCTED COMPLETELY OR PARTLY ON FEDERALLY-CONTROLLED FACILITIES</i>)

1852.223-74	NOV 2015	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.227-72	APR 2015	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE <i>(APPLICABLE TO ANY SUBCONTRACT HEREUNDER REQUIRING A "NEW TECHNOLOGY-OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION" CLAUSE OR "PATENT RIGHTS-- OWNERSHIP BY THE CONTRACTOR" CLAUSE)</i>
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.228-76	OCT 2012	CROSS WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES <i>(CONTRACTOR SHALL, BY CONTRACT OR OTHERWISE, EXTEND THE CROSSWAIVER OF LIABILITY SET FORTH IN PARAGRAPH (C)(1) OF THIS CLAUSE TO ITS SUBCONTRACTORS AT ANY TIER - SEE CLAUSE FOR GUIDANCE.)</i>
1852.232-40 DEVIATION		PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 20-03)
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES <i>(APPLICABLE TO ALL SUBCONTRACTS THAT REQUIRE WORK ON A NASA INSTALLATION)</i>
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION <i>(APPLICABLE TO ALL SUBCONTRACTS THAT INVOLVE ACCESS TO SENSITIVE INFORMATION.)</i>
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION <i>(INCLUDE IN ALL SUBCONTRACTS THAT REQUIRE THE FURNISHING OF SENSITIVE INFORMATION.)</i>
1852.239-74 DEVIATION		INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION 15-03D)
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.245-70	JAN 2011	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY <i>(APPLIES WHEN PERSONNEL WILL BE WORKING ON-SITE AT JSC OR WSTF)</i>
1852.245-73	JAN 2017	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS <i>(INSERT IN PARAGRAPH (B)(3)- THE NASA OFFICE FOR RECEIPT OF NF1018 IS LF631/ PROPERTY ACCOUNTING AND JB3/PROPERTY ADMINISTRATOR, 2101 NASA PARKWAY, HOUSTON, TX 77058)</i>
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.246-71	OCT 1988	GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS
1852.246-73	MAR 1997	HUMAN SPACE FLIGHT ITEM

CLAUSES INCORPORATED IN FULL TEXT:

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

- (a) The contractor shall comply with the higher-level quality standard selected below: The contractor shall establish/maintain a Quality Management System (QMS) equivalent to the Aerospace Standard AS 9100. Third party registration is not required.
- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in— (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or (2) When the technical requirements of a subcontract require— (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	Quality Assurance Function	Locations
1	Government Quality Assurance Representative or Local Defense Contract Management Agency (DCMA) Representative conducting oversight surveillance through: <ul style="list-style-type: none"> A. Process Assessments and Government Mandatory Inspection Points; and B. Review and Assessment of: <ul style="list-style-type: none"> 1. Discrepancy Reports 2. Test Preparation Sheets 3. Procedures 4. Hazard Reports 5. Failure Modes and Effects Analysis/Critical Items Lists (FMEA/ CILs) 6. Waivers 	<ul style="list-style-type: none"> • Hamilton Sundstrand Space Systems International, Inc. • Stinger Ghaffarian Technologies Houston Engineering and Logistics Operation (HELO) Facility • Oceaneering • ILC Dover • Onsite NASA Johnson Space Center (JSC)

(End of clause)

52.247-95 (Jun 2020) (JSC PROCUREMENT INSTRUCTION)

Block 16 of each Department of Defense Form 250 prepared for hardware or equipment to be shipped under this contract must be annotated as follows: "THIS IS A FLIGHT ITEM" or "THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (AUG 2018) (JSC PROCUREMENT INSTRUCTION)

- (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*
 - NPD 1600.9, *NASA Insider Threat Program*
 - NPD 1600.3, *Policy on Prevention of and Response to Workplace Violence*
 - NPR 1600.3, *Personnel Security*
 - NPR 1600.4, *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*
- (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 1600.4, 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.
- (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.
- (f) FSO or DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview and PIV – Requester Module. After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requestor role. Last, 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 requestor 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 I9 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 a JF 1805, Non-NASA Employee Security Information, no later than noon on the Wednesday prior to the employee's start date. The FSO/DO will notify the employee of the date/time for the background investigation processing, in accordance with NPR 1600.3, at the JSC Security Office eQIP lab, if required. The FSO/DO will provide the employee with the necessary forms to complete prior to the eQIP lab appointment. Employees will present two forms of matching I-9 identification documents to process a permanent credential. Employees 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.

(End of clause)

1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018) ALTERNATE I (JAN 2011)

(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 Materials Inventory Management Manual
- NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements
- NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements
- JSC Instruction for Control of Program Stock, JWI 4210.2

Property not recorded in NASA property systems must be managed in accordance with the requirements of 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 shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
 - (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 off-site 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 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-9, List of Installation Accountable Property.
- (ii) 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.
- (iii) 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 in Attachment J-10, Installation Service Facilities.
 - (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.

(End of clause)

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 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)

1852.225-70 Export Licenses (Feb 2000) (Insert :NASA facilities » in paragraph (b))

- (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 [*insert name of NASA installation*], where the foreign person will have access to export-controlled 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.

(End of clause)

ALTERNATE I (FEB 2000)

As prescribed in 1825.1103-70(b), add the following paragraph (e) as Alternate I to the clause:

- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled 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)

1852.209-71 Limitation of Future Contracting. (DEC 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.
- (b) The nature of this conflict is [describe the conflict].
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with 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 the Contracting Officer of noncompliance with any applicable center policy or procedure.

(End of clause)

SPECIAL PROVISION FOR CONTRACT CHANGES (SUPPLIER SUPPORTABILITY)

- (a) The effort required in performance of paragraph 2.1.4 and 3.1.4, Supplier Supportability, of the Statement of Work (SOW), shall be performed as baseline contract effort. This clause establishes an applicable threshold for which the contractor may seek an equitable adjustment to cost and fee for hardware, materials, components, and process obsolescence and availability issues that may result in the loss of EVA hardware production, repair, and failure analysis capabilities.
- (b) The threshold for each instance in which the contractor may seek equitable adjustment for events defined in paragraph 2.1.4 and 3.1.4 is \$250,000. For each activity under this threshold, the contractor will perform the effort as part of the contract baseline and a change directive or other supplemental NASA approval is not required. In the event the contractor identifies a component or process that has been determined to be obsolete and needs to be replaced, and replacement costs are expected to exceed this threshold, the contractor must notify the Contracting Officer and COR for concurrence to continue or discontinue the particular project. Those changes greater than \$250,000 to be continued, will be processed as addressed in clause H.18 or the Changes Clause of this contract (52.242-2)
- (c) The value of each activity shall be controlling in whether the activity falls below or rises above the threshold. Several activities may be grouped together for administrative ease, but equitable

adjustment may only be provided for those individual activities rising above the threshold. If the parties cannot reach an agreement on the cost of an activity, the contractor shall proceed with the effort as directed by the Contracting Officer, pending resolution of the disagreement, which shall be subject to the "Disputes" clause of this contract.

(End of clause)

SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this provision:

1) The term "Russian entities" means:

(A) Russian persons, or

(B) Entities created under Russian law or owned, in whole or in part, by Russian persons or companies including, but not limited to, the following:

i. The Russian Federal Space Agency (Roscosmos),

ii. Any organization or entity under the jurisdiction or control of Roscosmos, or

iii. Any other organization, entity, or element of the Government of the Russian Federation.

2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to December 31, 2020, 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 reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act. The provisions of this clause are without prejudice to the question of whether the Contractor or its subcontractor(s) are making extraordinary payments under section 6(a) or fall within the exceptions in section 7(1)(B) of the Act. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. contractors.

(c)(1) The Contractor shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraph (a), the Contractor shall provide the Contracting Officer with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraph (a):

(A) 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 payments that will be made under the subcontract.

(2) The contractor shall provide certification that the subcontracting entity is not, at the date of the subcontract approval request, on any of the lists of prescribed denied parties, specially designated nationals and entities of concern found at:

BIS's Listing of Entities of Concern (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-ofconcern/entity-list>)

BIS's List of Denied Parties (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-ofconcern/denied-persons-list>)

OFAC's List of Specially Designated Nationals (see <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>)

List of Unverified Persons in Foreign Countries
(see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/unverified-list>)

State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions
(see http://pmdtc.state.gov/compliance/debar_intro.html)

State Department's Lists of Proliferating Entities (see <http://www.state.gov/t/isn/c15231.htm>)

- (3) Unless relief is granted by the Contracting Officer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer 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 every six-months that documents the individual payments 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 Contracting Officer may direct the Contractor to provide additional general information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Contractor to terminate for the convenience of the government any subcontract at any tier with an entity described in paragraphs (a), and such action may be subject to an equitable adjustment.
- (f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after December 30, 2020 the contractor shall be responsible to make payments to entities defined in paragraph (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 30, 2020.
- (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 Contracting Officer to enter into any lower tier subcontract that involves entities defined in paragraph (a).

(End of Clause)

DATA RIGHTS NOTICE

- (a) Definitions "Unidentified data" are data containing a restrictive or limiting marking whether or not the marking is authorized by this contract and not previously identified in an existing Identification and

Representation of Limited Rights Data and Restricted Computer Software in accordance with paragraph (i) of this clause.

- (b) Pursuant to FAR 52.227-15(b), HSSSI is required to identify and represent limited rights data and restricted computer software necessary for fulfilling this contract's data delivery requirements. HSSSI shall use the tabular format in paragraph (i) of this clause for identifying and representing qualifying limited rights data and restricted computer software pursuant to FAR 52.227-15(b), and it shall be signed by an official authorized to contractually obligate HSSSI.
- (c) If requested by the Contracting Officer, HSSSI shall provide or make available to the Contracting Officer for inspection sufficient recorded information to justify the validity of limited rights data or restricted computer software identified pursuant to FAR 52.227-15(b).
- (d) Subcontracting. If applicable, the Contractor shall obtain from its subcontractors sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in paragraph (i) of this clause necessary to fulfill the Contractor's obligation in paragraph (c) 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.
- (e) In addition to the representations made pursuant to FAR 52.227-15, other representations may be made after award when based on new information or inadvertent omission. 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 tabular format of paragraph (i) of this clause and signed by an official authorized to contractually obligate the Contractor. The Contracting Officer will consider such a request and determine whether or not to accept the request and incorporate the request in a contract modification.
- (f) If the Contracting Officer notifies the Contractor in writing of unidentified data delivered under this contract and the Contractor fails to:
 - (i) provide written justification to substantiate the unidentified data are properly identified in an existing Identification and Representation of Limited Rights Data and Restricted Computer Software, or
 - (ii) provide a new Identification and Representation of Limited Rights Data and Restricted Computer Software in accordance with paragraph (i) of this clause within 60 days after receipt of such written notice, then 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.
- (g) Identifications and representations of data to be delivered with limited or restricted rights shall be authorized by the Contracting Officer prior to incorporation of such data into deliverables under this contract. The Contractor shall not deliver any data in performance of this contract with restrictive or limiting markings unless the data are listed in Attachment J-23 of this contract. Technical data and computer software that is delivered to the Government shall not be marked with restrictive legends unless the Contracting Officer has given prior written consent. 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). Costs and expenses associated with correction of 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 of whether the markings originate from the Contractor or from a subcontractor.
- (h) All license agreements related to data delivered to the Government shall be compliant with Federal laws, regulations and the terms and conditions of this contract and shall be transferable to the Government upon completion of the contract without additional cost to the Government. One copy of

the final negotiated license agreement shall be forwarded to the Contracting Officer within 30 days of agreement to ensure compliance.

- (i) (Identification and Representation of Limited Rights Data and Restricted Computer Software HSSSI hereby represents that data proposed for fulfilling data delivery requirements qualify as limited rights data or restricted computer software, and such representation is hereby clarified whereby HSSSI further represents it has accurately identified, through recorded information, the stages of development and the source of funds at a lowest segregable level pertaining to the item, component, process, or computer software. Furthermore, HSSSI represents it has verified such recorded information, and hereby certifies that the data identified below qualify as limited rights data or restricted computer software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category ****	Name of Person Representing Restrictions *****
TBD	TBD	TBD	TBD

- * A representation of 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 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 rights should be limited or restricted.
- **** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).
- ***** Corporation, individual, or other person, as appropriate.

Date
 Printed Name and Title of Authorized
 Representative Signature

(End of identification and

representation)

(End of clause)

52.223-94 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS AND HAZARDOUS MATERIALS (AUG 2018) (JSC PROCUREMENT INSTRUCTION)

- (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. 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 local regulations, public laws, and executive orders, as well as the following NASA and site-specific permits, plans, and management directives for activities affecting human health or the environment and are located on JSC, NASA-

Ellington Field, Sonny Carter Training Facility, and El Paso Forward Operating Location. Site-specific directives include:

- (1) NPD 8500.1, NASA Environmental Management;
 - (2) NPR 8530.1, NASA Sustainable Acquisitions;
 - (3) NPR 8553.1, NASA Environmental Management Program;
 - (4) NPR 8570.1, NASA Energy Management Program;
 - (5) NPR 8580.1, NASA National Environmental Policy Act Management Requirements;
 - (6) JPD 8500.1, JSC Environmental Excellence Policy;
 - (7) JPR 1040.4, JSC Emergency Preparedness Program;
 - (8) JPR 1700.1, JSC Health and Safety Handbook;
 - (9) JPR 8550.1, JSC Environmental Compliance Procedural Requirements;
 - (10) JPR 8553.1, JSC Environmental Management System Manual;
 - (11) JPR 8750.1, Energy and Water Conservation Plan;
 - (12) JWI 1040.26, Hazardous Substance Spill/Release Response; and
 - (13) 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 Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 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 Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation Parts 355 and 370, without regard for quantity.
 - (3) Those "extremely hazardous substances" and "hazardous chemicals" subject to the release notification and reporting requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation Parts 302 and 372, 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 Texas Commission on Environmental Quality, and as further described in JPR 8550.1.
 - (5) Oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures.
 - (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 Refer to Chapter 9 of JPR 1700.1 relating to controlling and inventorying/reporting hazardous material usage.
- (e) The Contractor shall provide data on sustainable acquisitions, waste generation and waste reduction/pollution prevention activities, and ozone depleting substances in accordance with ESOC DRD 63, Environmental Compliance Reports.
- (f) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (g) The contractor shall notify the JSC Occupational Health (SD) prior to any initial use, quantity change or different application of these materials.
- (h) The contractor shall use 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, whether onsite or offsite.
- (i) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and

the Contractor. JSC's Environmental Office (JE111) serves as the single point of contact. The Contractor shall immediately notify the JSC Environmental Office if contacted formally or informally by external regulatory agency representatives.

- (j) The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency inspection/audit personnel all documentation/records relating to environmental compliance matters (e.g., operating logs, calibration records, etc. required but not submitted to the respective offices listed above).
- (k) The Contractor shall immediately notify the Contracting Officer, and the JSC Environmental Office (Mail Code JE) upon receipt of any official correspondence alleging noncompliance. (l) 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.
- (m) The contractor shall insert the substance of this clause, including this Paragraph (m) with appropriate changes of designations of the parties, in subcontracts under which 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)