

**NAS15-10000 SUPPLEMENTAL FLOWDOWN**  
**PO 2109985 DPAS: DO-C9 (Rev. Date 04/22/2022)**

## I. GENERAL

These Supplemental Flowdowns are in addition to the provisions of Raytheon Technologies' (RTX) Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts, (revision as indicated elsewhere in this order or subcontract). These Supplemental Flowdowns are required under The Prime Contract No. and the Purchase Order No. identified above. In the event of a conflict between a provision in this document and Buyer's Standard Provisions and Clauses, the RTX U.S. Government document shall control to the extent permitted by law except for newer versions of clauses contained herein.

The following Special provisions, Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulation Supplement (DFARS) clauses and others, are incorporated herein by reference as if the text were fully written herein. In such clauses, unless otherwise specifically stated, the term "Contractor" means Supplier except in the term "prime contractor". "Subcontractor" means Supplier's subcontractor, "Contract" means this order, except in the term "prime contract" and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property," and "Government-Furnished Property," or as otherwise indicated. "Work" means all required labor, articles, supplies, goods, and services constituting the subject matter of this Contract. The full text of the clauses can be located at the website <http://acquisition.gov> for FAR or DFARS provisions, or by contacting the Buyer's designated Contracts representative. Unless otherwise specified below, the date of these clauses are those in effect as of the date of the Agreement or Order. The Contracts Disputes Act shall have no application to the Agreement or Order. Any reference to a "Disputes" clause shall mean the "Disputes" or "Dispute Resolution" clause of the RTX Agreement or Order.

Any Agreement or Order to which this Document is attached or incorporated by reference may contain DPAS rated quantities (DO/DX) and unrated quantities (NA) as listed or identified in the priority section of the Order. Rated quantities are certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR Part 700). The rated quantities are to be those first delivered followed by any unrated quantities. Supplier shall accept or reject a rated order in writing (hard copy) or in electronic format within ten (10) working days after receipt of a "DX" rated order or fifteen (15) working days after receipt of a "DO" rated order.

**CANCELLATION/TERMINATION:** The following clause replaces the Termination clause of the Agreement or Order in which these Special U.S. Government Clauses are attached or incorporated:

**TERMINATION:** (a) Buyer may terminate this Agreement or any Order issued hereunder, in whole or in part in accordance with the terms of the "Default (Fixed Price Supply and Service)" clause set forth in FAR 52.249-8 if Supplier fails to comply with any of the terms of this Agreement or any Order issued hereunder or if Supplier becomes insolvent or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement or any Order issued hereunder pursuant to paragraph (a), Buyer may, for its convenience, terminate this Agreement or any Order issued hereunder in whole or, from time to time, in part, in accordance with the applicable Termination for Convenience of the Government (Fixed-Price) clause set forth in FAR 52.249-1 or FAR 52.249-2. (In paragraph (e) of FAR 52.249-2, "1 year" is changed to "6 months.")

### **AMENDMENTS REQUIRED BY CUSTOMER OR PRIME CONTRACT**

Supplier agrees that, upon the request of Buyer, it will negotiate in good faith with Buyer for amendments to the RTX Agreement or Order to incorporate additional terms or to change terms, as Buyer may reasonably deem necessary in order to comply with the applicable Buyer customer

contract or prime contract with amendments to such customer or prime contract. If such amendment to this Contract or Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract or Order, an equitable adjustment may be made pursuant to the "Changes" clause of this Contract or Order.

***Supplier shall incorporate the applicable Clauses in each lower-tier subcontract placed in support of this Order.***

## **II. CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. This includes all attachments to this document. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/content/regulations>

- Federal Acquisition Regulation (FAR) clauses
- NASA Federal Acquisition Regulation Supplement (NFS) clauses

## **III. CLAUSES INCORPORATED BY FULL TEXT**

### ***A. NFS CLAUSES INCORPORATED BY FULL TEXT***

#### **1852.246-73 Human Space Flight Item (MAR 1997)**

FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY. IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER.

### ***B. SPECIAL CLAUSES AND REQUIREMENTS INCORPORATED BY FULL TEXT***

#### **COUNTERFEIT ELECTRONIC PARTS DETECTION AND AVOIDANCE SYSTEM**

With regard to any electronic parts procured by or on behalf of Seller for the Goods, Seller shall meet the following additional requirements:

- Seller shall have a counterfeit electronic parts control plan that meets the intent of SAE standard AS5553, as of the effective date of this contract.
- Seller shall include the substance of this article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

## COUNTERFEIT GOODS - ELECTRONIC PARTS

- a. The definitions in DFARS Clause 252.246-7007(a) apply to this clause.
- b. Seller has independent obligations outside of this Contract, via separate contractual relationships with the United States Government, to implement a Counterfeit Electronic Part Detection and Avoidance System ("System") pursuant to DFARS Clause 252.246-7007(b)-(c). Seller shall provide prompt notification to Buyer in the event the USG identifies a deficiency or inadequacy relating to Seller's System.
- c. If Seller or its subcontractor deliver Goods that are determined by the parties to contain Counterfeit Electronic Parts and as a direct result the Government seeks damages from Buyer under Buyer's prime contract, Buyer may seek damages from Seller associated with the specific affected prime contract that can be identified as and are directly attributed to the Seller or its subcontractors providing Counterfeit Electronic Parts.

Furthermore, if, as result of Seller's or its subcontractor's foregoing conduct, the Government imposes a penalty on or charges Buyer interest or penalty, Buyer may recover from Seller the amount of that interest or penalty that can be identified as and is directly attributable to the Seller or its subcontractors providing Counterfeit Electronic Parts.

- d. For the purposes of this Clause H218, the penalties and interest recoverable by Buyer from Seller under paragraph c., above, are direct damages and not special, incidental or consequential damages.

### ***C. Attachments to this document that apply to the order, which is incorporated herein.***

Attachment 1. Customer Contract Requirements International Space Station Customer Contract NAS15-10000 (effective 10/29/2021)

Attachment 2. Section 9: Government Contract Requirements Clause 949 (11/06/00)  
NAS 15-10000 International Space Station Program (ISS) Schedule I  
Government Contract Requirements

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**CW2311142 Attachment 1****CUSTOMER CONTRACT REQUIREMENTS  
International Space Station  
CUSTOMER CONTRACT NAS15-10000**

## CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller 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.

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

**52.203-7 Anti-Kickback Procedures** (MAY 2014). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (MAR 2009).

**52.204-2 Security Requirements** (AUG 1996). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

**52.204-9 Personal Identity Verification of Contractor Personnel.** (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

**52.211-15 Defense Priority and Allocation Requirements** (APR 2008). This clause is applicable if a priority rating is noted in this contract.

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data** (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

**52.215-12 Subcontractor Certified Cost or Pricing Data (2018-O0015) Deviation** (MAY 2018). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (OCT 2010). This clause applies except for contracts at or below \$150,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

**52.215-15 Pension Adjustments and Asset Reversions** (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

**52.215-19 Notification of Ownership Changes** (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (OCT 2018).

**52.219-9 Small-Business Subcontracting Plan** (AUG 2018). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) the prime contract number is NAS15-10000, (2) Buyer's unique entity identifier is 014513647, and Buyer's official responsible for acknowledging or rejecting ISRs is (contact Buyer's Authorized Procurement Representative).

**52.222-1 Notice to the Government of Labor Disputes** (FEB 1997). Contracting Officer shall mean Buyer.

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (SEP 2016).

**52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies if this contract is \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.223-3 Hazardous Material Identification and Material Safety Data** (JAN 1997). ALT 1 (JUL 1995). This clause applies only if Seller delivers hazardous material under this contract.

**52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.** (JUN 2016). Seller shall submit the information required by paragraph (d)(1) to Buyer no later than October 15th of each year during contract performance, and at the end of contract performance.

**52.223-99 Ensuring Adequate COVID-19 Safety Protocols For Federal Contractors (DEVIATION 21-03) Deviation** (OCT 2021). This clause applies to contracts or subcontracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or outlying areas.

**52.225-1 Buy American - Supplies** (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

**52.225-8 Duty-Free Entry** (OCT 2010). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

**52.225-13 Restriction on Certain Foreign Purchases** (JUN 2008).

**52.227-1 Authorization and Consent (Dec 2007) Alternate I** (APR 1984).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (DEC 2007). A copy of each notice sent to the Government shall be sent to Buyer.

**52.227-11 Patent Rights -- Ownership by the Contractor** (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government

are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

**52.227-14 Rights in Data--General** (MAY 2014). ALT II (Dec 2007) ALT III (Dec 2007) ALT V (Dec 2007). As modified by 1852.227-14 NASA FAR Supplement (APR 2015). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

**52.227-16 Additional Data Requirements** (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

**52.230-2 Cost Accounting Standards** (JUN 2020). Paragraph (b) of this clause is excluded. In this clause, "Contractor" shall mean Seller. Seller shall comply with the clause in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data.

**52.230-6 Administration of Cost Accounting Standards** (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.244-5 Competition in Subcontracting** (DEC 1996).

**52.244-6 Subcontracts for Commercial Items** (AUG 2019). Clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

**52.245-1 Government Property** (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

**52.247-63 Preference for U.S.-Flag Air Carriers** (JUN 2003). This clause only applies if this contract involves international air transportation.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

**52.247-67 Submission of Transportation documents for Audit** (FEB 2006). This clause applies if the contract is a cost-reimbursement contract. Paragraph (a) (2) is deleted. Documents shall be submitted to Buyer as specified elsewhere in this contract.

**52.248-1 Value Engineering** (OCT 2010). This clause applies only if this contract is for \$150,000 or more. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the

contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.)

Seller's share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government

**52.251-1 Government Supply Sources** (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

**52.253-1 Computer Generated Forms** (JAN 1991).

**2. NASA FAR Supplement Clauses** NASA Contracts. The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

**1852.203-71 Requirement to Inform Employees of Whistleblower Rights** (AUG 2014).

**1852.204-76 Security Requirements for Unclassified Information Technology Resources** (JAN 2011). This clause applies if this contract meets the requirements of paragraph b. of this clause.

**1852.208-81 Restrictions on Printing and Duplicating** (NOV 2004).

**1852.219-75 Small Business Subcontracting Reporting** (APR 2015). This clause applies if FAR 52.219-9 is included in this contract.

**1852.223-71 Authorization for Radio Frequency Use** (APR 2015). This clause applies only if this contract requires the development, production, testing or operation of a device for which a radio frequency authorization is required.

**1852.223-74 Drug-and Alcohol-Free Workforce** (NOV 2015). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

**1852.223-75 Major Breach of Safety or Security** (FEB 2002). This clause applies if this contract exceeds \$500,000. "Government" shall mean "Government or Buyer". "Contracting Officer" shall mean "Buyer".

**1852.223-70 Safety and Health Measures and Mishap Reporting.** (DEC 2015). This clause applies if this contract is above the simplified acquisition threshold and the work will be conducted completely or partly on federally-controlled facilities.

**1852.225-70 Export Licenses Basic (FEB 2000), Alternate I (FEB 2000) .**

**1852.225-71 Restriction on Funding Activity with China** (FEB 2012). (DEVIATION). In (c) "Contracting Officer" means Buyer.

**1852.227-70 New Technology - Other than a Small Business Firm or Nonprofit Organization** (APR 2015). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization..

**1852.227-72 Designation of New Technology Representative and Patent Representative** (APR 2015). This clause applies if this contract includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

**1852.227-86 Commercial Computer Software--License** (APR 2015). This clause applies only if Seller's software will be delivered to NASA under licensing.

**1852.228-76 Cross-Waiver of Liability for International Space Station Activities** (OCT 2012).

**1852.237-72 Access to Sensitive Information** (JUN 2005).

**1852.237-73 Release of Sensitive Information** (JUN 2005). This clause applies only if Seller may be



required to furnish sensitive information in performance of this contract. Throughout the referenced clause, "this proposal" means Seller's proposal, and "this contract" means the contract between Buyer and Seller.

**1852.242-72 Denied Access to NASA Facilities** (OCT 2015). This clause applies if the contract this contract requires Seller to have access to, physical entry into, and to the extent authorized, mobility within, a NASA facility

**1852.242-73 NASA Contractor Financial Management Reporting** (NOV 2004). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative. Applicable clause date is revised to JUL 2000.

**1852.244-70 Geographic Participation in the Aerospace Program** (APR 1985). This clause applies only if this contract is for \$100,000 or more.

**1852.245-70 Contractor Requests for Government-Provided Equipment** (JAN 2011).

**1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors** (JAN 2011). Seller will submit annual reports to Buyer no later than October 15th.

**1852.245-74 Identification and Marking of Government Equipment** (JAN 2011). In paragraph (a), "Government" means Government or Buyer and "NASA Industrial Property Office" means Buyer or NASA Industrial Property Office if Seller delivered the equipment directly to the Government. Delete paragraph (d), and insert the following in lieu thereof: The data required in paragraph (c) and (d) of this clause should be delivered to Buyer, and to the NASA Center where Seller delivered equipment, if applicable.

**1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1** (JAN 2011).

**1852.245-78 Physical Inventory of Capital Personal Property** (JAN 2011).

**1852.246-73 Human Space Flight Item** (MAR 1997). "FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY."

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

**3. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.203-13 Contractor Code of Business Ethics and Conduct** (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

**52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements** (JAN 2017).

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities** (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2019). In paragraph (b), the term "Government" means "Government or Buyer". In paragraph (d)(1), all required reporting shall be to Buyer.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

**52.219-8 Utilization of Small Business Concerns** (OCT 2018).

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (SEP 2016).

**52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies if this contract is \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (FEB 2016). This clause applies if the Contract is \$150,000 or more.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-50 Combating Trafficking in Persons** (JAN 2019). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-50 Combating Trafficking in Persons Alternate I** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-55 Minimum Wages Under Executive Order 13658** (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

**52.222-62 Paid Sick Leave Under Executive Order 13706** (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**52.223-99 Ensuring Adequate COVID-19 Safety Protocols For Federal Contractors (DEVIATION 21-03)** (OCT 2021). This clause applies to contracts or subcontracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or outlying areas.

**52.224-3 Privacy Training Alternate I** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.224-3 Privacy Training** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.225-26 Contractors Performing Private Security Functions Outside the United States** (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

**52.244-6 Subcontracts for Commercial Items** (AUG 2019). Clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

**52.245-1 Government Property** (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

**4. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

#### **I.18 NASA Security Program and Identification of Employees (JSC 52.204-92) (AUG 2018)**

(a) Seller shall adhere to Center and Agency-wide program policy and guidance for security operations and Seller 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), Seller 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, Seller 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, Seller, 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 basis.

(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 Seller 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 I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at [www.uscis.gov](http://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.

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

## **I.20 OBSERVANCE OF REGULATIONS (AT NASA AND OTHER GOVERNMENT LOCATIONS)**

In performing in any capacity while on-site at NASA or other Government locations Seller shall comply with all applicable regulations and procedures. Copies of applicable NASA regulations and procedures will be available upon request from the Contracting Officer.

Marshall Space Flight Center (MSFC) clauses include:

- Security and Badging Requirements (MSFC 52.204-91) (NOV 2016)
- ASBESTOS MATERIAL (MSFC 52.223-90) (AUGUST 2015)
- HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2016)
- ENVIRONMENTAL - GENERAL CLAUSE (MSFC 52.223-92) (AUG 2010)
- PREVENTION OF AND RESPONSE TO THREATENING OR VIOLENT BEHAVIOR IN THE WORKPLACE (MSFC 52.223-95) (MARCH 2017)
- MANDATORY AND REQUIRED TRAINING (MSFC 52.223-97) (JUNE 2016)
- MEDICAL SERVICES (MSFC 52.223-96) (SEPT 2018)

Kennedy Space Center (KSC) clauses include:

- PROTECTION OF THE FLORIDA MANATEE (NFS 18-52.247-71) (JUNE 2018)
- REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (KSC 52.223-121 ) (JUL 2018)
- CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (KSC 52.242-90 ) (JUL 2018) – all publications applicable.

## **H.4 TECHNICAL INFORMATION RELEASES AND PUBLICATIONS**

As authorized by paragraph (d)(1) of the Rights in Data General Clause of this contract, the following exception shall apply:

During the performance of this contract, if data relating to this contract is planned for use in oral or written presentations, professional meetings, seminars, or in articles to be published in professional, scientific, and technical journals and similar media, Seller shall assure that an advance information copy of the presentation or article is sent to the ISS Program in accordance with NF 1676, NASA Scientific and Technical Document Availability Authorization (JSC), to have the benefit of advance information concerning accomplishments of interest, and will provide the ISS Program an opportunity to make suggestions to Seller concerning revisions if it is considered that such comments might be useful to Seller to help assure the technical accuracy of the information to be presented or published. The information copy will be forwarded to the technical monitor of the contract at least four weeks in advance of the date the author intends to give the presentation or submit the article for publication. The advance information copy may be submitted in the format or medium which will be utilized in its ultimate release.

Requests for external release of scientific and technical information shall be processed per JPR 2200.2, Release of JSC Scientific and Technical Information to External Audiences.

## **H.5 SPACE FLIGHT MOTIVATION AWARENESS PROGRAM**

Seller shall maintain a product oriented motivation (awareness) program. The program objective shall be the prevention of human error by instilling in individuals performing on the contract and on critical subcontracts, an awareness of individual responsibility for the International Space Station mission success, flight crew safety, and motivating the exemplary performance necessary to achieve success. The program shall include as a minimum:

1. Participation in the NASA-Industry Spaceflight Awareness Program (SFA).
2. Goal setting and measurement to provide documented practical goals and performance standards for the reduction and elimination of human errors at organizational and individual employee levels.

3. Error Cause Identification and Removal System for detecting human errors, relating them to an identifiable cause, and action to remove the cause
4. Methods to obtain and distribute ISS motivational information and materials to concerned Seller personnel, subcontractors, and vendors supplying critical flight and ground support hardware and software.
5. Motivational (awareness) indoctrination for Seller ISS supervisory personnel and indoctrination of the work force in workmanship needs.
6. Recognition of personnel who demonstrate their awareness through exceptional craftsmanship, error free workmanship and attention to careful performance in their job responsibility. Seller shall flow down the provisions of this clause to the critical subcontractors .

#### **H.11 IDENTIFICATION AND APPROVAL FOR USE OF RESTRICTED COMPUTER SOFTWARE AND/OR COMMERCIAL COMPUTER SOFTWARE**

- A. Seller shall identify, in writing, within 30 days of definitization, all restricted computer software and/or commercial computer software, as defined in the "Rights in Data-General" and the "Commercial Computer Software Licensing" clauses of this contract, that will be delivered in performance of this contract. The Government shall approve or disapprove, in writing, delivery of the identified restricted computer software and/or commercial computer software within 60 days from receipt of request.
- B. Seller shall be responsible for notifying the Government on a continuous basis of additional restricted computer software and/or commercial computer software to be delivered.
- C. If the Government disapproves the use of restricted computer software and/or commercial computer software, when such software is identified, Seller may submit a proposal for equitable adjustment to the Contracting Officer. Such proposals shall be handled according to the provisions of the "Changes" clause of this contract.

#### **H.23 CERTIFICATES OF FLIGHT READINESS (CoFRs)**

The parties shall execute Certificates of Flight Readiness (CoFRs), in accordance with SSP 50108. The intent of the Boeing signature is to reflect satisfactory completion of particular contract efforts. The parties agree that the signing of CoFRs by Contractor and subcontractor personnel participating in the International Space Station (ISS) Program shall not give rise to any obligations or liabilities under this contract which are in addition to those which Boeing has assumed under other terms and conditions hereof. In particular, Buyer, Seller and its subcontractors do not assume (1) any liability or responsibility for express, or implied warranties of any type not otherwise provided in the contract, or (2) any additional responsibilities under statute, law or regulation, which they would not have if no certification was requested or provided.

#### **H.39 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (MAY 2009)**

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supersede any statutory or regulatory requirements for any entity subject to this clause.

(b) "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" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.
  3. Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.
  4. Any radioisotope material or device that produces ionizing radiation.
  5. Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
  6. Any explosive or any pyrotechnics.
  7. Any pesticide.
- (c) Seller shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.
- (d) Seller shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (e) Seller shall notify the JSC Clinical Services Branch (SD3), through Buyer, prior to any initial use or different application of these materials.
- (f) Seller shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (g) Seller shall insert the substance of this clause, including this Paragraph f 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.
- (h) In the event Seller fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

#### **H.43 ACCESS TO CONTRACTOR DATA**

- (a) "Data" for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded by Buyer, Seller, or its subcontractors. The term includes technical data; computer software; and information incidental to contract performance. Types of data contained in the definition also include the results of Seller internal audits of any discipline, procedures, system, or task which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing under this contract. The term is limited to data that is archived as a normal part of contractor performance.
- (b) The Contracting Officer or designee shall, through closeout, have access to and the right to examine any of the data produced or specifically used in the performance of this contract. The purpose of this access provision is to permit sampling of contractor data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.
- (c) Seller shall make available at all reasonable times for Government inspection the most current data produced or used in the performance of this contract for examination
- (d) Notwithstanding the Additional Data Requirements clause, the Government shall have the right to reproduce any data found during the examination that it wishes to retain. The Government will reimburse reproduction costs only when it uses Seller equipment for the reproduction. The Government shall retain no greater rights in the reproduced data than it would

have under the Rights in Data--General clause.

(e) Seller shall flow this clause to all cost-type subcontracts valued at \$1,000,000 or more.

#### **H.44 GOVERNMENT INSIGHT**

(a) Definitions. For the purpose of this contract, the following definitions apply:

"Insight," as used in this clause, means technical visibility into the Program, maintained through audit, surveillance, assessment of trends and metrics, software independent verification and validation, the flight readiness review process, and review or independent assessment of out-of-family anomalies occurring in any phase of the program.

"Surveillance," as used in this clause means continual monitoring and verification of the status of manufacturing, testing, and processing of Station hardware, software and operations preparations to ensure that requirements are being fulfilled. Items to be monitored and verified are selected—this is not an all inclusive activity.

"Audit," as used in this clause, means the implementation of procedures and requirements of the NASA Engineering Quality Audit (NEQA) or other equivalent audit techniques used to perform periodic audit of all aspects of processes and procedures required to manufacture, assemble, test, and process hardware for flight. Audits may include an examination of all disciplines and tasks which are involved with or support Shuttle launch and landing operations, hardware and software production and maintenance, safety and quality assurance, logistics, procurements and operations. These descriptions are illustrative only and shall not be construed as any limitation on the Government's right to conduct an audit of the Contractor and subcontractors to determine performance on this contract.

(b) The Government shall have the right to audit Buyer, and cost-reimbursement contracts with Seller or Seller's subcontractors (with values exceeding \$1 million) to determine compliance with the requirements of this contract. One purpose of these audits is to afford the Government insight into and understanding of Buyer, Seller, and selected subcontractor processes and procedures to determine whether the processes or procedures (1) adversely affect safety; (2) are not within contract performance standards; or (3) adversely affect future launch schedules.

(c) The Government may schedule fact-finding meetings with Buyer, Seller, and Seller's subcontractors as necessary to discuss issues requiring Government insight. Scheduling and format of these meetings shall indicate whether exchange of information will be required, and the number and expertise of Buyer/Seller/subcontractor personnel who shall attend the meetings. When requested by the Contracting Officer or designee, Buyer/Seller and subcontractors shall provide necessary support to the Government when it audits the Buyer/Seller or subcontractor and for the Government-Buyer/Seller/subcontractor meetings. The purpose of these meetings is to understand the findings of the Government audits. The parties understand and agree that no direction from the Government or constructive change to the contract shall result from any of these meetings.

#### **H.46 GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS)**

Seller is authorized use of the following RLLS in performance of this contract or any subcontract entered into under this contract:

1. Russian Translations
2. Russian Interpretations
3. Russian Language training
4. Russian Logistics services (both in the U.S. and in Russia), including a) Ground Services (e.g. airport pickup/drop-off, transportation between hotels and meeting locations); b) Meeting Services (e.g. coordination of schedules, agendas, and protocols); c) Hotel Reservations at the hotel used by NASA (currently the Volga) Russia; and d) Visa Coordination.



The Contracting Officer shall be promptly notified (through Buyer) by Seller upon identification of a need for RLLS. The Contracting Officer shall provide instructions as to the point of contact for submitting a request for RLLS. Failure of the Government to provide adequate or timely RLLS shall entitle Seller to an equitable adjustment in all affected contract terms and conditions, exclusive of any adjustment to fee. This provision, including this flow-down requirement, shall be inserted in all subcontracts where it is anticipated that RLLS may be necessary for contract performance.

#### **H.48 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES**

(a) Definitions: In this clause:

(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, 2025, 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, as amended (INKSNA). This clause also implements section 6(a) and the exception in section 7(1)(B) of INKSNA that is applicable through December 31, 2025. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. Contractors.

(c) (1) Seller shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer, to be obtained through Buyer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), Seller shall provide Buyer 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.

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

- BIS's Listing of Entities of Concern (see <http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>)
- BIS's List of Denied Parties (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>)
- OFAC's List of Specially Designated Nationals (Adobe® PDF format) (see <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>)
- 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://pmddtc.state.gov/compliance/debar.html>)
- State Department's Lists of Proliferating Entities (see <http://www.state.gov/t/isn/c15231.htm>)

(2) Unless relief is granted by the Contracting Officer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer 45 business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, Seller shall provide the Contracting Officer (through Buyer) 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 shall document all of the individual payments made from the previous January through June. The January 15th report shall document all of the individual payments made from the previous July through December. The content of the report shall provide the following information for each time a payment is made to an entity in paragraph (a):

- (1) The name of the entity
- (2) The subcontract number
- (3) The amount of the payment
- (4) The date of the payment

(e) The Contracting Officer, through Buyer, may direct Seller to provide additional information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct Buyer to terminate for the convenience of the Government any subcontract at any tier with an entity defined in paragraph (a), subject to an equitable adjustment.

(f) [Notwithstanding FAR 52.216-7, "Allowable Cost and Payments,"] [a]All work subcontracted to the Russian Federal Space Agency, any organization or entity under the jurisdiction or control of the Russian Federal Space Agency, or any other organization, entity or element of the Government of the Russian Federation must be completed on or before December 31, 2025. No payments for such work may be made by Buyer to the Seller, or by NASA to Buyer, after December 31, 2020. Seller is responsible for ensuring the completion of and payment for such subcontracted work in sufficient time to enable payment by NASA to Buyer and Buyer to Seller, on or before December 31, 2025.

(g) Seller shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. Seller shall be responsible to obtain written approval from the Contracting Officer, through Buyer, to enter into any tier subcontract that involves entities defined in paragraph (a).

#### **H.61 ADMINISTRATIVE LEAVE (JSC 52.242-94) (SEP 2008)**

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer, through Buyer:

1. Seller personnel and its subcontractor personnel working on-site; and
2. Seller personnel and its subcontractor personnel dedicated to the Contract effort who are
  - A. working off-site within 10 miles of JSC; and
  - B. unable to perform their Contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, Seller personnel and its subcontractors shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by Buyer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds in accordance with the FAR clause 52.232-22 "Limitation of Funds Clause". The cost of salaries and wages to Seller and its subcontractors for the period of any such excused absence shall be a reimbursable item of cost under this Contract for effected employees in accordance with contractor's established accounting policy.

1. If a labor hour-based Contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this Contract for employees in accordance with contractor's established accounting policy.
2. For fixed price Contracts based on other than labor hours for deliverables, the Buyer and Seller shall negotiate an appropriate method in which to grant administrative leave under this clause.
3. All invoices requesting payment under this clause shall be prepared in accordance with the contractor's established accounting procedures. This clause is not applicable to the contractor or their lower tier subcontractors who have adequate casualty damage insurance and or adequate suspended operations labor insurance as determined for each instance of a declared administrative leave. However, should the insurance as payer of first resort fail to cover costs of such leave, the coverage contained within this provision will then be applicable to the contractor and such subcontractors.

All invoices requesting payment under a labor hour or fixed price Contract shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) Seller shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

### CW2311142 Attachment 2

**CLAUSE 949 (11/06/00)**  
**NAS15-10000**  
**INTERNATIONAL SPACE STATION PROGRAM (ISS)**  
**SCHEDULE I**  
**GOVERNMENT CONTRACT REQUIREMENTS**

(a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (18), (19), (20), and (30) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, and "Contractor" and "Offeror" shall mean Seller.

- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985). This clause applies only if this contract exceeds \$100,000.
- (2) 52.203-7 Anti-Kickback Procedures (Oct. 1988) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- (3) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.
- (4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Jan 1990) This clause applies only if this contract exceeds \$100,000.
- (5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jan 1990). This clause applies only if this contract exceeds \$100,000. Paragraph (c) (4) is modified to read as follows: "(c) (4) Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
- (6) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified information is required.
- (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (8) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds \$25,000.
- (9) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds \$25,000.
- (10) 52.215-26 Integrity of Unit Prices (Alternate I) (APR 1991) [excluding paragraph (c)]. This clause applies only if this

contract exceeds \$100,000. Not applicable to service contracts that do not require delivery of supplies.

(11) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR part 31. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.

(12) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 1991). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

(13) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (OCT 1999) This clause applies only if this contract exceeds \$100,000.

(14) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (OCT 1999). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.

(15) 52.222-1 Notice to the Government of Labor Disputes (APR 1984).

(16) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

(17) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

(18) 52.222-26 Equal Opportunity (FEB 1999) [subparagraphs (b)(1) through (11) only.]

(19) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1998). This clause applies only if this contract is for \$10,000 or more.

(20) 52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

(21) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1999). This clause applies only if this contract is for \$10,000 or more.

(22) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(23) 52.225-10 Duty-Free Entry (APR 1984). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

(24) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)

(25) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.

(26) 52.227-14 Rights in Data -- General (JUN 1987), Alternates II and III -- As modified by NASA FAR Supplement 18-52.227-14. This clause applies only if data will be produced, furnished, or acquired under this contract.

(27) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if technical data or computer software

will be generated or delivered under this contract.

(28) 52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies only if this contract requires work on a Government installation.

(29) 52.244-5 Competition in Subcontracting (APR 1984) This clause applies only if this contract exceeds \$100,000.

(30) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)

(31) 52.245-2 Government Property (DEC 1989)

(32) 52.245-18 Special Test Equipment (FEB 1993)

(33) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000 and requires delivery of services.

(34) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984). This clause applies only if this contract may involve international air transportation.

(35) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (ALT I) (APR 1984).

(36) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

(b) The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, and "Contractor" and "Offeror" shall mean Seller.

(1) 18-52.204-76 Security Requirements for Unclassified Automated Information Resources (JUL 2000)

(2) 18-52.242-73 NASA Contractor Financial Management Reporting (DEC 1988) Applies to Contracts of any value when implementing language is included in the contract.

(3) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

(4) 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern.

(5) 18-52.219-76 NASA Small Disadvantaged Business Subcontracting Goal (JUL 1991) This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business Concern.

(6) 18-52.223-70 Safety and Health (SEP 1993). This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.

(7) 18-52.223-71 Frequency Authorization (DEC 1988). This clause applies only if this contract requires the development, production, testing, or operation of a device for which a radio frequency authorization is required.

(8) 18-52.227-14 Rights in Data - General (JUN 1987) This clause applies only if data will be produced, furnished, or acquired under this contract, except contracts for basic or applied research with universities or colleges.

(9) 18-52.227-70 New Technology (APR 1988). This clause applies only if experimental, developmental, research, design, or engineering work is to be performed by other than a small business firm or a non-profit organization.

(10) 18-52.227-86 Commercial Computer Software Licensing (DEC 1987). This clause only applies if technical data or computer software will be generated or delivered.

(11) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work on a Government installation.

(12) 18-228-76 Cross Waiver of Liability for Space Station Activities (SEP 1993) This clause applies only if this contract exceeds \$100,000.

(13) 18-52.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.

(14) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. This clause applies only if Government-owned property will be acquired or used in performance of this contract. Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00, all development items, no matter what the value, and Special Tooling will be provided to Buyer on 10 October of each year in conjunction with the NF 1018 report per Paragraph (h)(3) hereunder. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.

(c) MANNED SPACE FLIGHT ITEM (JFS 18-52.246-73) (OCT 1986)

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

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

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

(d) DESIGNATION OF NEW TECHNOLOGY AND PATENT REPRESENTATIVE (NFS 18-52.227-72) (APR 1984)

(1) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (Including Zipcode)
New Technology Representative	IC4	NASA, Lyndon B. Johnson Space Center Technology Utilization Officer Houston TX 77058

Patent  
Representative

HA

NASA, Lyndon B. Johnson Space Center  
Patent Counsel  
Houston TX 77058

(2) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(e) HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (NOV 1991)

This clause applies only if hazardous or toxic materials or chemicals are to be delivered under this contract.

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

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

(3) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

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

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

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

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

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

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging,



transporting, of disposing of hazardous materials;

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

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

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

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

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

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

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

#### (f) TRAVEL OUTSIDE OF THE UNITED STATES

(1) The Seller shall notify the Buyer at least 45 days in advance of the start of travel to locations outside the United States by Seller employees that is to be charged to this contract. If this is not possible, the Buyer shall be notified as soon as the travel requirement is identified.

(2) The Seller shall submit a travel report to the Buyer at the conclusion of the travel. The travel report shall be in the Seller's format unless other required contents and distribution are identified by buyer.

#### (g) FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (July 1994)

This clause applies to cost reimbursement, time and material, or labor contracts only. Specific implementing instructions will be provided by Buyer.

(1) Report of Government-Owned/Contractor-Held Property, in accordance with 1845.505-14 and the instructions on the form and in section 1845.7101 of the NASA FAR Supplement, except that the reporting of space hardware shall be required only as directed in clause 1852.245-78, Space Hardware Reporting, of this contract, if applicable.

(2) The Seller shall submit annually the original and three copies of NASA form 1018 shall be sent to the Buyer at the Boeing location issuing this contract.

(3) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.

#### (h) EXPORT OF TECHNICAL DATA, COMPUTER SOFTWARE, OR HARDWARE IN THE CONDUCT OF SPACE STATION RELATED ACTIVITIES

This clause applies under the conditions specified in paragraph 5.

(1) During the conduct of Space Station related activities, including Shuttle/Mir activities, NASA may have a need to deliver, disclose, or transfer to a foreign entity or person ("export") technical data, computer software, or hardware developed, used, or required to be delivered by the Contractor in the performance of this contract. When such a need arises, NASA or the Buyer may exercise the applicable exemptions, general licenses, existing NASA export licenses or other approvals available to a Federal agency under the U.S. export control laws, and may effect the export of such technical data, computer software, or hardware for NASA or the Buyer by direction to the Seller.

(2) When directed in writing by the Contracting Officer, or designated representative, or the Buyer's Authorized Purchasing Representative, the Seller, acting as an agent of NASA for the purposes of export control, shall export on behalf of NASA specifically identified technical data, computer software, or hardware to a named foreign entity or person, in the manner and under the conditions provided for in the direction.

(3) Any export made in accordance with this clause shall be limited to only that technical data, computer software, and hardware which NASA or the Buyer's Authorized Purchasing Representative specifically identifies and authorizes the Seller to export, in the manner and under the conditions provided in the authorization. All other exports of technical data, computer software and hardware by the Contractor, whether related to the performance of this contract or otherwise, are subject to the applicable requirements of the U.S. export control laws and regulations.

(4) Nothing contained in this clause shall affect the protection or allocation of rights to technical data or computer software between Buyer and Seller or any Seller lower tier subcontractors as provided for in this subcontract or subcontract hereunder; nor shall this clause imply any license or affect the scope of any license otherwise granted to the Government or the Buyer or the recipient of the transferred or disclosed technical data or computer software.

(5) The Seller agrees to include this clause in all subcontracts at any tier (suitably modified to reflect the relationship of the parties), the performance of which may require the development, delivery, or use of technical data, computer software, or hardware. If there is any question as to such a need by the Seller or a prospective lower tier subcontractor, the Seller shall promptly notify the Buyer's Authorized Purchasing Representative, and not proceed with subcontract award without further instruction.

(6) When this clause is included in a subcontract, the Buyer and Seller agree that any direction given by the Contracting Officer or designated representative or by the Buyer's Authorized Representative to the Seller under this clause will be given by the Seller to a Seller lower tier subcontractor when required to effect the export for NASA in accordance with this clause.

#### (i) CROSS WAIVER OF LIABILITY

For the purposes of NASA clause 18-52.228-76 "Cross-Waiver of Liability for Space Station Activities", Russia shall be considered a "Partner State" even though they have not yet signed the International Governmental Agreement (IGA) since Russia has agreed to a Space Station cross-waiver of liability under the Interim Agreement for Space Station between the United States and Russia, dated June 23, 1994.

#### (j) PACKAGING AND MARKING (NFS 18-52.210-75) (SEP 1990) (ALTERNATE II) (SEP 1990)

This clause is applicable only if this contract states that the requirements of NHB 6000 are applicable. If NHB 6000, is applicable, and there are exceptions to be listed as stated in paragraph 1, these exceptions will be set out elsewhere in this subcontract.

(1) The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation, and/or MIL-STD-2073-1 and MIL-STD 2073-2, as applicable, except as noted below:

Applicability of the above requirements to each deliverable is addressed within the ISSA Packaging, Handling, Storage, and Transportation Plan (D684-10041-1-6).

- (2) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.
- (3) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's technical representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.
- (4) The Contractor's packaging specifications or procedures may be utilized if they are (a) not in conflict with cited Government specifications and (b) approved in writing by the Contracting Officer. In the event of any conflict between Government and Contractor specifications or procedures, the Government documents cited in this clause shall take precedence.
- (5) The Contractor shall place identical requirements on all subcontracts.
- (6) The following items to be furnished under this contract are for space flight use:  
  
See Attachment J-5, Deliverable Items List, Column F entitled Hardware Type for items marked as "FLT"
- (7) All markings for space flight items shall be blue in color. All shipping containers, shipping documents, and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE."
- (8) The Contractor shall prominently display a NASA Critical Space Item Label on the exterior of all Class I, Class II, and Class III interim packages and exterior shipping containers to alert all shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of NHB 6000.1

(k) SPECIAL TEST EQUIPMENT

- (1) FAR 53.245-18, "Special Test Equipment is modified as follows:
  - (A) Wherever "30 days" appears in this clause, substitute "75 days."
  - (B) The following provision is added to the end of paragraph (b) of the clause:

"Notification required by this clause shall contain the following information for each item of special test equipment or components thereof:

A list of alternate items that could be used;  
Estimated cost;  
Function;  
Technical justification for this item; and  
Date item is required.

If required date is within seventy-five (75) days of the date of the notification, give reason for the late notice."
- (2) Notwithstanding paragraph (c) of the referenced clause, Seller shall not buy or make any item of special test equipment without Buyer's prior written consent.

(l) PROVISIONS APPLICABLE TO NASA CENTERS

If this contract calls for work on a specific NASA facility or facilities clauses applicable to that facility or facilities will be listed in an attachment to this contract.

(m) PRICING OF COMMON ITEMS TO INTERNATIONAL PARTNERS

This clause applies only when Buyer provides implementing instructions.

(1) The Government has entered into agreements with International Partners (IP) which contemplates that certain space station "common items," previously intended to be procured by NASA, will now be acquired directly by the contractors of these organizations from the United States development contractor. These agreements provide, among other things, that NASA will take the necessary contractual steps to enable that common items can be procured by International Partner contractors for Space Station use, and to ensure that the recurring cost to such contractors consistent with the cost basis paid by NASA. The common items subject to this clause are found in Appendix J-11.

(2) In order to carry out the intent of the above, the contractor agrees as follows:

(A) If a Product Group is requested by an IP contractor to submit a proposal for any of the common items identified, the Product Group agrees to estimate such items to such contractor consistent with the recurring costs estimated for such items in the NASA Space Station contract (NAS15-10000); provided, however, that if there are differences in the circumstances under which the items are being priced to the contractor (e.g., greater or lesser quantities, configuration changes, alternative business relationships, variances in schedule requirements, break in production, actual price experience, etc.), the Product Group's estimate of the items may vary to the extent of such different circumstances. For the purposes of establishing a pricing baseline, Boeing, the Product Groups, and the Government anticipate reaching an agreement on cost estimates for the common items listed in Attachment J-11 no later than 90 days after definitization of the prime contract. Appendix J-11 shall be modified to include the agreed-upon cost estimates.

(B) Each proposal provided to an International Partner contractor for common items shall include a reference to the base target cost identified in Appendix J-11 as well as an explanation of any differences from the base target cost.

(C) Boeing and the Product Groups agree to negotiate in good faith with any International Partner contractors desiring to buy common items as identified in Attachment J-11, and to do so in a manner consistent with the terms of this clause.

(3) Boeing agrees to insert the substance of this clause in all subcontracts negotiated between Boeing and a Product Group that is furnishing to Boeing one or more of the common items identified in Attachment J-11. The Product Groups will flow this clause to lower tier subcontracts to the extent practical and possible. This clause has no application to contracts between Product Groups and IP contractors entered into prior to the effective date of this contract.

(n) Cost or Pricing Data

If clause 307 or 308 is incorporated in this contract, the following changes are made:

(1) In paragraph (a), the words "in effect on the date of this contract" are deleted.

(2) In paragraphs (a) and (b), "(FEB 1991)" is added after each FAR Part 52 clause reference.

(3) In paragraph (b)(1), the words "in effect on the date of this contract" are deleted, and the words "in effect in October 1993" are substituted in lieu thereof.