

**SUPPLEMENTAL TERMS & CONDITIONS (STC)
NASA PRIME CONTRACT NO. NNJ10TB01C
EVA SPACE OPERATIONS CONTRACT (ESOC)**

I. GENERAL.

1. These Supplemental Terms and Conditions are in addition to the United Technologies Corporation (UTC) Standard Terms and Conditions of Purchase (revision as indicated elsewhere in this order or subcontract) and the United Technologies Corporation (UTC) U.S. Government Provisions and Clauses for Orders under U.S. Government Contracts (revision as indicated elsewhere in this order or subcontract). These Supplement Terms and Conditions are invoked under NASA Prime Contract No. NNJ10TB01C - EVA SPACE OPERATIONS CONTRACT (ESOC). In the event of a conflict between a provision in this document and Buyer's Standard Terms and Conditions of Purchase, the Standard Terms and Conditions of Purchase shall control to the extent permitted by law except for newer versions of clauses contained herein.

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

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**II. LISTING OF CLAUSES INCORPORATED BY REFERENCE.**

The following clauses are hereby incorporated by reference (Specific applicability conditions are as noted in *italics*).

**A. FEDERAL ACQUISITION REGULATION**

|      | <b>CITATION</b>                | <b>DATE</b>          | <b>TITLE</b>                                                                                                           |
|------|--------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------|
| I.1  | 52.204-14                      | OCT 2016             | Service Contract Reporting Requirements                                                                                |
| I.1  | 52.204-15                      | OCT 2016             | Service Contract Reporting Requirement for Indefinite-Delivery Contracts                                               |
| I.22 | 52.215-12<br>DEVIATION         | Jul 2018             | Subcontractor Certified Cost Or Pricing Data (DEVIATION 2018-00015)                                                    |
| I.23 | 52.215-13<br>DEVIATION         | Jul 2018             | Subcontractor Certified Cost Or Pricing Data - Modifications (DEVIATION 2018-00015)                                    |
| I.1  | 52.215-14<br>ALT I             | OCT 2010<br>OCT 1997 | Integrity of Unit Prices                                                                                               |
| I.1  | 52.219-9<br>ALT II             | Aug 2018<br>Nov 2016 | Small Business Subcontracting Plan                                                                                     |
| I.1  | 52.224-2                       | APR 1984             | Privacy Act                                                                                                            |
| I.1  | 52.227-2                       | Jun 2020             | Notice and Assistance Regarding patent and Copyright Infringement                                                      |
|      | 52.227-14<br>ALT II<br>ALT III | APRIL<br>2015        | RIGHTS IN DATA – GENERAL AS MODIFIED BY NFS 1852.227-14<br>( <i>Applicable if subcontract contains FAR 52.227-14</i> ) |
| I.26 | 52.244-6<br>DEVIATION          |                      | Subcontracts for Commercial Items (DEVIATION 20-03)                                                                    |
| I.1  | 52.245-9                       | Apr 2012             | Use and Charges ( <i>Applicable only to firm fixed price</i> )                                                         |
| E.1  | 52.246-2                       | AUG 1996             | Inspection of Supplies – Fixed Price                                                                                   |
| E.1  | 52.246-3                       | MAY 2001             | Inspection of Supplies – Cost Reimbursement                                                                            |
| *E.1 | 52.246-4                       | Aug 1996             | Inspection of Services – Fixed Price                                                                                   |

|     |           |          |                                             |
|-----|-----------|----------|---------------------------------------------|
| E.1 | 52.246-5  | APR 1984 | Inspection of Services – Cost Reimbursement |
|     | 52.246-11 | DEC 2014 | Higher-Level Contract Quality Requirement   |
| I.1 | 52.247-1  | FEB 2006 | COMMERCIAL BILL OF LADING NOTATIONS         |

**B. NASA FAR SUPPLEMENT**

|       | CITATION                 | DATE     | TITLE                                                                                                                                                                                                                                                                                |
|-------|--------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *H.1  | 1852.208-81              | Nov 2004 | Restrictions on Printing and Duplicating                                                                                                                                                                                                                                             |
| I.1   | 1852.019-75              | Apr 2015 | Individual Subcontracting Reporting                                                                                                                                                                                                                                                  |
| *H.4  | 1852.223-70              | Dec 2015 | Safety and Health Measures and Mishap Reporting<br><i>(Insert the substance of this clause, including this paragraph (g) in all subcontracts above the simplified acquisition threshold when the work will be conducted completely or partly on federally-controlled facilities)</i> |
| *G.5  | 1852.227-72              | APR 2015 | Designation of New Technology Representative and Patent Representative <i>(Applicable to any subcontract hereunder requiring a "New Technology-Other than a Small Business Firm or Nonprofit Organization" clause or "Patent Rights--Ownership by the Contractor" clause)</i>        |
| *H.1  | 1852.228-76              | Oct 2012 | Cross Waiver of Liability for Space Station Activities<br><i>(Contractor shall, by contract or otherwise, extend the crosswaiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier - see clause for guidance.)</i>                         |
| I.25  | 1852.232-40<br>DEVIATION |          | Providing Accelerated Payments to Small Business Subcontractors (DEVIATION 20-03)                                                                                                                                                                                                    |
| I.1   | 1852.237-70              | DEC 1988 | EMERGENCY EVACUATION PROCEDURES<br><i>(Applicable to all subcontracts that require work on a NASA installation)</i>                                                                                                                                                                  |
| I.1   | 1852.237-72              | JUN 2005 | ACCESS TO SENSITIVE INFORMATION<br><i>(Applicable to all subcontracts that involve access to sensitive information.)</i>                                                                                                                                                             |
| I.1   | 1852.237-73              | JUN 2005 | RELEASE OF SENSITIVE INFORMATION<br><i>(Include in all subcontracts that require the furnishing of sensitive information.)</i>                                                                                                                                                       |
| I.24  | 1852.239-74<br>DEVIATION |          | Information Technology System Supply Chain Risk Assessment (DEVIATION 15-O3D)                                                                                                                                                                                                        |
| *G.8  | 1852.245-70              | JAN 2011 | Contractor Requests for Government-Provided Property (Applies when personnel will be working on-site at JSC or WSTF)                                                                                                                                                                 |
| *G.1  | 1852.245-73              | JAN 2017 | FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (Insert in Paragraph (b)(3)- the NASA office for receipt of NF1018 is LF631/ Property Accounting and JB3/Property Administrator, 2101 NASA Parkway, Houston, TX 77058)                                            |
| *G.11 | 1852.245-75              | Jan 2011 | Property Management Changes                                                                                                                                                                                                                                                          |
| *E.3  | 1852.246-71              | Oct 1988 | Government Contract Quality Assurance Functions                                                                                                                                                                                                                                      |
| *E.1  | 1852.246-73              | Mar 1997 | Human Space Flight Item                                                                                                                                                                                                                                                              |

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**III. OTHER CLAUSES AND REQUIREMENTS.**

The following provisions are provided in full text and form a part of this document (Specific applicability conditions are as noted in italics).

**D.1 RESERVED****D.2 RESERVED****E.1 SEE IBR Table Above****\*E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

(End of clause)

**\*E.3 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)**

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

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

(End of clause)

**E.4 RESERVED****E.5 RESERVED****F.1 RESERVED****F.2 RESERVED**

**F.3 RESERVED**

**\*F.4      52.247-95 (Jun 2020) (JSC PROCUREMENT INSTRUCTION)**

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

(End of clause)

**F.5 RESERVED**

**F.6 RESERVED**

**F.7 RESERVED**

**F.8 RESERVED**

**G.1 SEE IBR Table Above**

**G.2 RESERVED**

**G.3 RESERVED**

**G.4 RESERVED**

**G.5 SEE IBR Table Above**

**G.6 RESERVED**

**\*G.7      52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (AUG 2018) (JSC PROCUREMENT INSTRUCTION)**

(a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following:

- NPR 1600.1, *NASA Security Program Procedural Requirements*
- NPD 1600.9, *NASA Insider Threat Program*
- NPD 1600.3, *Policy on Prevention of and Response to Workplace Violence*
- NPR 1600.3, *Personnel Security*
- NPR 1600.4, *Identity and Credential Management.*

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

- NPR 1600.2, *NASA Classified National Security Information*

(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:

- NPR 1600.6, *Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).*

(d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

(e) Credentials will be issued at the following locations:

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

(g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching 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.

(End of clause)

## **G.8 SEE IBR Table Above**

### **\*G.9. 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018) ALTERNATE I (JAN 2011)**

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

- NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual
- NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

- NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements
- JSC Instruction for Control of Program Stock, JWI 4210.2

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1, as incorporated in this contract.

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

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

- (i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

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

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

☒ (2) Office furniture.

☒ (3) Property listed in Attachment J-9, List of Installation Accountable Property.

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☐ (4) Supplies from stores stock.

- [ X ] (5) Publications and blank forms stocked by the installation.
- [ X ] (6) Safety and fire protection for Contractor personnel and facilities.
- [ X ] (7) Installation service facilities in Attachment J-10, Installation Service Facilities.
- [X ] (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- [ X ] (9) Cafeteria privileges for Contractor employees during normal operating hours.
- [ X ] (10) Building maintenance for facilities occupied by Contractor personnel.
- [ X ] (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

**G.10 1852.245—74 Identification and Marking of Government Equipment (Jan 2011)**

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

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

(End of clause)

**G.11 SEE IBR Table Above**

**G.12 RESERVED**

**G.13 RESERVED**  
**G.14 RESERVED**  
**G.15 RESERVED**  
**G.16 RESERVED**  
**G.17 RESERVED**  
**G.18 RESERVED**  
**G.19 RESERVED**

**H.1     1852.225-70 Export Licenses (Feb 2000) (Insert :NASA facilities » in paragraph (b))**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [*insert name of NASA installation*], where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**ALTERNATE I (FEB 2000)**

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

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

(End of clause)

**\*H.2     1852.209-71 Limitation of Future Contracting. (DEC 1988)**

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.
- (b) The nature of this conflict is [describe the conflict].
- (c) The restrictions upon future contracting are as follows:



- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

**H.3 RESERVED**

**H.4 SEE IBR Table Above**

**H.5 RESERVED**

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

**H.9 RESERVED**

**H.10 RESERVED**

**H.11 RESERVED**

**H.12 COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES**

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with applicable center policies and procedures. The Contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures. The Contractor shall promptly take corrective action upon receipt of notice from the Contracting Officer of noncompliance with any applicable center policy or procedure.

(End of clause)

*(Applicable to all subcontracts that require work on a NASA installation)*

**H.13 SPECIAL PROVISION FOR CONTRACT CHANGES (SUPPLIER SUPPORTABILITY)**

- (a) The effort required in performance of paragraph 2.1.4 and 3.1.4, Supplier Supportability, of the Statement of Work (SOW), shall be performed as baseline contract effort. This clause establishes an applicable threshold for which the contractor may seek an equitable adjustment to cost and fee for hardware, materials, components, and process obsolescence and availability issues that may result in the loss of EVA hardware production, repair, and failure analysis capabilities.
- (b) The threshold for each instance in which the contractor may seek equitable adjustment for events defined in paragraph 2.1.4 and 3.1.4 is \$250,000. For each activity under this threshold, the contractor will perform the effort as part of the contract baseline and a change directive or other supplemental NASA approval is not required. In the event the contractor identifies a component or process that has been determined to be obsolete and needs to be replaced, and replacement costs

are expected to exceed this threshold, the contractor must notify the Contracting Officer and COR for concurrence to continue or discontinue the particular project. Those changes greater than \$250,000 to be continued, will be processed as addressed in clause H.18 or the Changes Clause of this contract (52.242-2)

- (c) The value of each activity shall be controlling in whether the activity falls below or rises above the threshold. Several activities may be grouped together for administrative ease, but equitable adjustment may only be provided for those individual activities rising above the threshold. If the parties cannot reach an agreement on the cost of an activity, the contractor shall proceed with the effort as directed by the Contracting Officer, pending resolution of the disagreement, which shall be subject to the "Disputes" clause of this contract.

(End of clause)

**\*H.14. SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES**

- (a) Definitions: In this provision:

- 1) The term "Russian entities" means:

(A) Russian persons, or

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

- i. The Russian Federal Space Agency (Roscosmos),
- ii. Any organization or entity under the jurisdiction or control of Roscosmos, or
- iii. Any other organization, entity, or element of the Government of the Russian Federation.

- 2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to December 31, 2020, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

- (b) This clause implements the reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act. The provisions of this clause are without prejudice to the question of whether the Contractor or its subcontractor(s) are making extraordinary payments under section 6(a) or fall within the exceptions in section 7(1)(B) of the Act. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. contractors.

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

(A) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.

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

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

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

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

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

State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions  
(see [http://pmddtc.state.gov/compliance/debar\\_intro.html](http://pmddtc.state.gov/compliance/debar_intro.html))  
State Department's Lists of Proliferating Entities (see <http://www.state.gov/t/isn/c15231.htm>)

- (3) Unless relief is granted by the Contracting Officer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer 60 business days prior to executing any planned subcontract with entities defined in paragraph (a).
- (d) After receiving approval to subcontract, the contractor shall provide the Contracting Officer with a report every six-months that documents the individual payments made to an entity in paragraph (a). The reports are due on July 15th and January 15th. The July 15th report should document all of the individual extraordinary payments made from the previous January through June. The January 15th report should document all of the individual extraordinary payments made from the previous July through December. The content of the report shall provide the following information for each time an extraordinary payment is made to an entity in paragraph (a):
- (i) The name of the entity
  - (ii) The subcontract number
  - (iii) The amount of the payment
  - (iv) The date of the payment
- (e) The Contracting Officer may direct the Contractor to provide additional general information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Contractor to terminate for the convenience of the government any subcontract at any tier with an entity described in paragraphs (a), and such action may be subject to an equitable adjustment.
- (f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after December 30, 2020 the contractor shall be responsible to make payments to entities defined in paragraph (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 30, 2020.
- (g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the Contracting Officer to enter into any lower tier subcontract that involves entities defined in paragraph (a).

(End of Clause)

**H.15 DATA RIGHTS NOTICE**

- (a) Definitions "Unidentified data" are data containing a restrictive or limiting marking whether or not the marking is authorized by this contract and not previously identified in an existing Identification and Representation of Limited Rights Data and Restricted Computer Software in accordance with paragraph (i) of this clause.
- (b) Pursuant to FAR 52.227-15(b), HSSSI is required to identify and represent limited rights data and restricted computer software necessary for fulfilling this contract's data delivery requirements. HSSSI shall use the tabular format in paragraph (i) of this clause for identifying and representing qualifying limited rights data and restricted computer software pursuant to FAR 52.227-15(b), and it shall be signed by an official authorized to contractually obligate HSSSI.
- (c) If requested by the Contracting Officer, HSSSI shall provide or make available to the Contracting Officer for inspection sufficient recorded information to justify the validity of limited rights data or restricted computer software identified pursuant to FAR 52.227-15(b).
- (d) Subcontracting. If applicable, the Contractor shall obtain from its subcontractors sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in paragraph (i) of this clause necessary to fulfill the Contractor's obligation in paragraph (c) of this clause. If a subcontractor refuses to accept terms affording the Contractor to provide such sufficient recorded information to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (e) In addition to the representations made pursuant to FAR 52.227-15, other representations may be made after award when based on new information or inadvertent omission. Such identification and representations may be made after award whereby the Contractor shall submit a request to the Contracting Officer as soon as practicable after initial identification in the tabular format of paragraph (i) of this clause and signed by an official authorized to contractually obligate the Contractor. The Contracting Officer will consider such a request and determine whether or not to accept the request and incorporate the request in a contract modification.
- (f) If the Contracting Officer notifies the Contractor in writing of unidentified data delivered under this contract and the Contractor fails to:
  - (i) provide written justification to substantiate the unidentified data are properly identified in an existing Identification and Representation of Limited Rights Data and Restricted Computer Software, or
  - (ii) provide a new Identification and Representation of Limited Rights Data and Restricted Computer Software in accordance with paragraph (i) of this clause within 60 days after receipt of such written notice, then the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (g) Identifications and representations of data to be delivered with limited or restricted rights shall be authorized by the Contracting Officer prior to incorporation of such data into deliverables under this contract. The Contractor shall not deliver any data in performance of this contract with restrictive or limiting markings unless the data are listed in Attachment J-23 of this contract. Technical data and computer software that is delivered to the Government shall not be marked with restrictive legends unless the Contracting Officer has given prior written consent. The Government's right to cancel or ignore markings associated with unidentified data is subject to the unauthorized marking of data provision in FAR 52.227-14(e). Costs and expenses associated with correction of unidentified data containing a restrictive or limiting marking are unallowable costs under this contract. The Contractor shall be responsible for substantiating the markings at its own expense regardless of whether the markings originate from the Contractor or from a subcontractor.

- (h) All license agreements related to data delivered to the Government shall be compliant with Federal laws, regulations and the terms and conditions of this contract and shall be transferable to the Government upon completion of the contract without additional cost to the Government. One copy of the final negotiated license agreement shall be forwarded to the Contracting Officer within 30 days of agreement to ensure compliance.
- (i) Identification and Representation of Limited Rights Data and Restricted Computer Software HSSSI hereby represents that data proposed for fulfilling data delivery requirements qualify as limited rights data or restricted computer software, and such representation is hereby clarified whereby HSSSI further represents it has accurately identified, through recorded information, the stages of development and the source of funds at a lowest segregable level pertaining to the item, component, process, or computer software. Furthermore, HSSSI represents it has verified such recorded information, and hereby certifies that the data identified below qualify as limited rights data or restricted computer software in accordance with their respective definitions in FAR 52.227-14(a):

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

- \* A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest segregable level pertaining to an item, component, or process.
- \*\* A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.
- \*\*\* A representation of other data shall be made at a lowest segregable level (i.e., broad descriptions are generally unacceptable due to indefiniteness). Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be limited or restricted.
- \*\*\*\* Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).
- \*\*\*\*\* Corporation, individual, or other person, as appropriate.

Date  
 Printed Name and Title of Authorized Representative  
 Signature

(End of identification and representation)

(End of clause)

#### **H.16 52.223-94 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS AND HAZARDOUS MATERIALS (AUG 2018) (JSC PROCUREMENT INSTRUCTION)**

- (a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency (EPA), U.S. Occupational Safety and Health Administration (OSHA), or other applicable federal or state regulations or statutes. Therefore, the following requirements do NOT supersede but rather are intended to supplement any statutory or regulatory requirements for any entity subject to this clause.

- (b) The Contractor shall comply with all applicable federal, state, and local regulations, public laws, and executive orders, as well as the following NASA and site-specific permits, plans, and management directives for activities affecting human health or the environment and are located on JSC, NASA-Ellington Field, Sonny Carter Training Facility, and El Paso Forward Operating Location. Site-specific directives include:
- (1) NPD 8500.1, NASA Environmental Management;
  - (2) NPR 8530.1, NASA Sustainable Acquisitions;
  - (3) NPR 8553.1, NASA Environmental Management Program;
  - (4) NPR 8570.1, NASA Energy Management Program;
  - (5) NPR 8580.1, NASA National Environmental Policy Act Management Requirements;
  - (6) JPD 8500.1, JSC Environmental Excellence Policy;
  - (7) JPR 1040.4, JSC Emergency Preparedness Program;
  - (8) JPR 1700.1, JSC Health and Safety Handbook;
  - (9) JPR 8550.1, JSC Environmental Compliance Procedural Requirements;
  - (10) JPR 8553.1, JSC Environmental Management System Manual;
  - (11) JPR 8750.1, Energy and Water Conservation Plan;
  - (12) JWI 1040.26, Hazardous Substance Spill/Release Response; and
  - (13) JWI 8553.1 EMS Aspect/Impact Assessment and EMP Process
- (c) "Hazardous materials," for the purposes of this clause, consist of the following:
- (1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1910.119, without regard for quantity.
  - (2) Those "extremely hazardous substances" and "hazardous chemicals" subject to the emergency planning notification and reporting requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation Parts 355 and 370, without regard for quantity.
  - (3) Those "extremely hazardous substances" and "hazardous chemicals" subject to the release notification and reporting requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation Parts 302 and 372, without regard for quantity.
  - (4) Those industrial solid and hazardous wastes generated as a result of Contractor's activities, as defined by the US EPA and Texas Commission on Environmental Quality, and as further described in JPR 8550.1.
  - (5) Oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures.
  - (6) Other regulated materials containing hazardous constituents or exhibit hazardous properties (flammable, reactive, corrosive, toxic, etc.) that are specifically identified by other statutes or regulations (e.g., PCBs, asbestos, hazardous air pollutants, etc.).
  - (7) Any radioisotope material or device that produces ionizing radiation.
  - (8) Any Class 1M, 2, 2M, 3A, 3R, 3B or 4 laser system as defined by the American National Standards Institute No. Z136.1 (2014)
  - (9) Any explosive or any pyrotechnics.
  - (10) Any pesticide.
- (d) The contractor shall develop and maintain an inventory listing the identity, hazards, and quantity of the hazardous materials purchased, stored, processed, manufactured, or used onsite at JSC for the performance of the contract Refer to Chapter 9 of JPR 1700.1 relating to controlling and inventorying/reporting hazardous material usage.
- (e) The Contractor shall provide data on sustainable acquisitions, waste generation and waste reduction/pollution prevention activities, and ozone depleting substances in accordance with ESOC DRD 63, Environmental Compliance Reports.
- (f) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (g) The contractor shall notify the JSC Occupational Health (SD) prior to any initial use, quantity change or different application of these materials.
- (h) The contractor shall use all hazardous materials properly and take all necessary precautions (e.g., engineering controls, personnel protective equipment, etc.) to avoid or mitigate potential adverse effects to humans or the environment, whether onsite or offsite.

- (i) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. JSC's Environmental Office (JE111) serves as the single point of contact. The Contractor shall immediately notify the JSC Environmental Office if contacted formally or informally by external regulatory agency representatives.
- (j) The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency inspection/audit personnel all documentation/records relating to environmental compliance matters (e.g., operating logs, calibration records, etc. required but not submitted to the respective offices listed above).
- (k) The Contractor shall immediately notify the Contracting Officer, and the JSC Environmental Office (Mail Code JE) upon receipt of any official correspondence alleging noncompliance. (l) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice or enforcement action be issued to the Government on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in investigating the allegations, correcting any problems, and defending against any enforcement actions arising out of such actions or inactions.
- (m) The contractor shall insert the substance of this clause, including this Paragraph (m) with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
- (n) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

#### **H.17 RESERVED**

#### **H.18 SPECIAL PROVISION FOR CONTRACT CHANGES (CHANGE PROCESSING POOL)**

- (a) The parties agree that notwithstanding the provisions of FAR 52.243-2 "Changes – Cost Reimbursement" (Alt II) (, that no change made pursuant to this Clause shall give rise to an equitable adjustment in the estimated cost and applicable fees when such change causes, (i) contract value increase(s) totaling less than \$750,000, or (ii) contract value decrease(s) totaling less than \$750,000, or (iii) a combination of contract value increases and decreases which in the aggregate total (i.e., the absolute value of which is) less than \$750,000. Each such change shall be controlling in making this determination, and such change shall not, for purposes of determining the applicability of this Clause, be added to any other change(s) nor shall any change be split into sub-elements. The parties recognize that several changes may be grouped together in a contract modification for administrative documentation purposes.
- (b) This Clause applies to all contract changes issued and authorized pursuant to FAR 52.243- 2 "Changes – Cost Reimbursement" (Alt II), and shall continue to apply to all such changes issued and authorized from October 1, 2017 to September 30, 2024 under this contract. Change request issued dates under this clause shall be based on the date approved by a contract modification. The contractor shall proceed with performance of the change upon receipt of the approved modification.
- (c) Changes under this clause should include those under SOW Section 5 which are below the \$750,000 threshold unless otherwise directed by the Contracting Officer. In addition, changes under this clause should include those under SOW 2.1.4 and 3.1.4 which are below \$750,000 and greater than \$250,000 (See Clause H.13).
- (d) The value provided for the change process pool is depicted in the table below:

| Time Period | Estimated Value |
|-------------|-----------------|
| FY18        |                 |
| FY19        |                 |
| FY20        |                 |
| FY21 – FY24 |                 |

- (e) For discrete changes to be authorized under this Clause, the contractor shall provide NASA the summary resource estimate (labor, material dollars, travel, etc.), expected to fall within the purview of this Clause, upon release of an EVA Change Request (CR) and Contracting Officer direction or ISS Space Station Program Change Board (SSPCB) approved Change Directive (CD) (reference Management Directive (MD) 1082, Mechanisms to Document, Program Approve and Authorize New Work on ISS and SSP 41172, ISS Configuration Management Requirements). Task summary, assumptions, and major deliverables required to implement the change shall be documented in the EVA CR or ISS CD. NASA shall review the change processing pool package and reserves the right to negotiate the project on a change-by-change basis. Estimates under this Clause shall be prepared using the rates in Contract Section B.8.
- (f) At such time the Contractor's change processing exceeds the negotiated value in Paragraph (d), such additional changes will be authorized via Clause FAR 52.243-2 "Changes – Cost Reimbursement" (Alt II). If at the end of the final period identified in paragraph (d) of this Clause there is a residual amount of unused value, the Contractor shall submit an equitable adjustment to reduce the contract estimated cost and award fee in the same amount. .

(End of Clause)

#### H.19 Deliverables after Contract Period of Performance

- A. NASA and HSSSI recognize that the ESOC Contract NNJ10TB01C Period of Performance (POP) and all options will end on 30 September 2024 and that some ongoing independent ESOC projects may have completion/delivery dates beyond the POP. To prepare for this situation, the parties have reached negotiated settlements for the following list of contract modifications. Cost and fee values for each Government Fiscal Year (GFY) are indicated in the table. It is understood that these tasks reflect the independent project values only and exclude the program support and infrastructure costs necessary to continue performance. Before performance can occur, NASA will issue a contract modification to incorporate these projects and their respective cost and fee values into the applicable contract or contract extension modification and that such transaction will not require repricing or be subject to additional TINA certification since the values have already been established.

IDIQ Delivery Orders/Task Orders will be turned on per clause 52.216-22, Indefinite Quantity (clause I.6) and will not be documented in this clause.

|      |               |         | GFY 2025 | GFY 2025 | GFY 2026 | GFY 2026 |
|------|---------------|---------|----------|----------|----------|----------|
| SSCN | Project Title | Mod No. | Cost     | Fee      | Cost     | Fee      |
|      |               |         |          |          |          |          |
|      |               |         |          |          |          |          |

- B. The following items will require delivery beyond the current completion date of the ESOC contract:

| Item No. | SSCN | Deliverable Description | QTY | Class | Delvy Dest | Est Comp Date |
|----------|------|-------------------------|-----|-------|------------|---------------|
|          |      |                         |     |       |            |               |
|          |      |                         |     |       |            |               |
|          |      |                         |     |       |            |               |



|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

(End of clause)

**H.20 PROPOSAL PREPARATION COSTS**

Any change made pursuant to the changes clauses of the contract (Clause I.1/52.243-1 Changes – Fixed Price and 52.243-2, Changes -Cost Reimbursement) will include proposal preparation costs. The contractor shall utilize the ISS Program process for authorizing new work (reference MD 1082, Mechanisms to Document, Program Approve and Authorize New Work on ISS and SSP 41172, ISS Configuration Management Requirements) and defer firm proposal preparation until the Government has authorized via ISS SSPCB approved CD or EVA CR and Contracting Officer Direction. Proposal costs for IDIQ Delivery Orders (DOs) and Under-Limit (UL) changes (clause H.18, Special Provision for Contract Changes) are covered in the core contract value and will not be included in the DO or UL proposals.

(End of Clause)

**H.21 SUSTAINING HARDWARE POOL**

Work associated with this clause is covered under Section C, Statement of Work, paragraphs:

- SOW 2.0– EMU Hardware and EVA Ancillary Support Equipment
- SOW 3.0 - Tools and Crew Aids Hardware and Equipment
- SOW 4.1 – EVA Logistics and Planning

The value provided for the hardware pool is depicted in the table below. The specific hardware deliveries associated with the pool are per contract attachment J-24, Sustaining Hardware Pool Deliveries

| <b>Time Period</b> | <b>Estimated Cost</b> | <b>Hardware Category</b> |
|--------------------|-----------------------|--------------------------|
| 10/02/20 – 9/30/21 | \$TBP                 | Life Support System      |
| 10/02/20 – 9/30/21 | \$TBP                 | Tools and Crew Aids      |
| 10/02/20 – 9/30/21 | \$TBP                 | Space Suit Assembly      |
| 10/02/20 – 9/30/21 | TOTAL COST = \$TBP    |                          |
| 10/02/21 – 9/30/22 | \$TBP                 | Life Support System      |
| 10/02/21 – 9/30/22 | \$TBP                 | Tools and Crew Aids      |
| 10/02/21 – 9/30/22 | \$TBP                 | Space Suit Assembly      |
| 10/02/21 – 9/30/22 | TOTAL COST = \$TBP    |                          |

The start date for hardware items to be provided under this pool will be authorized annually via the EVA CCB and J-24, Sustaining Hardware Pool Deliveries, will be updated (as required) to document the final approved list. Changes to these items may be required by Program priorities/operations. Changes within the negotiated value of the pool (based on trade study estimates of trade-offs), will be authorized by the Contracting Officer's Representative via Technical Direction (reference SOW 1.0). Changes requiring an increase to the negotiated value of the pool will be processed per the ISS Program process for authorizing new work (reference MD 1082, Mechanisms to Document, Program Approve and Authorize New Work on ISS and SSP 41172, ISS Configuration Management Requirements).

The contractor shall track and report all cost status information in accordance with DRD ESOCPC-01, "Financial Management Report (533M)". Hardware pool tasks' financial status and schedule

progress (major milestones for those with baseline completion dates) shall be tracked and statused as part of the Cost, Schedule, and Technical Reviews (DRD ESOC-PM-02).

(End of Clause)

## H.22 MANAGEMENT OF CORE CONTRACT TASKS

Tasks identified as Core in Section C, EVA Space Operations Contract Statement of Work (SOW 1, 2, 3 and 4) are subject to the procedures set forth herein:

The Key Program Drivers used to bound the major work scope required for EVA sustaining operations (SOW sections 1, 2, 3, and 4) are as follows (reference Attachment J-14, Events):

| Key Program Driver                                                | FY21 – 24 | FY21 – 24 | FY21 – 24 |
|-------------------------------------------------------------------|-----------|-----------|-----------|
|                                                                   | Minimum   | Nominal   | Maximum   |
| EMU EVAs                                                          | 6         | 8         | 10        |
| Class 1 EMU Processing (3 year Pre-Installation Acceptance (PIA)) | 3         | 4         | 5         |
| Assigned Crew per Year                                            | 6         | 8         | 10        |

The Key Program Drivers reflect the anticipated nominal program operating profile for the ISS Program on a Fiscal Year (FY) basis. The parties agree that planned adjustments to the Key Program Driver values, resulting from NASA decisions to change the program profile long-term, will require 180 days' advance notification and may be subject to change proposals and contract value adjustments.

Work performed under the contract that falls within a range identified by the KPDs will not be subject to contract adjustment (unless an adjustment is necessitated by some other provision of this contract). Work performed under the contract that exceeds the workload-sizing maximum, shall not relieve the contractor of its obligation to continue to perform such work to the extent it is required by the Government.

An equitable adjustment (either upward or downward) will be made in the cost and fee provided for in this contract if both of the following conditions are met at the end of each KPD performance period (FY):

- (1) one or more of the workload sizing data thresholds has either been exceeded or is less than the lower range; and
- (2) the net cost increase or decrease of all workload sizing data combined is greater than \$3M (no portion of the \$3M shall be attributable to rates).

The contractor is responsible for tracking the performance of work for each KPD, keeping current, complete, and accurate records regarding the quantity of work performed in relation to the applicable KPD, and reporting and presenting per DRD ESOC-PM-02, Cost, Schedule and Technical Review Packages.

The contractor is responsible for submitting an adjustment proposal if the contractor believes the conditions for an equitable adjustment above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 calendar days of the last day of the contract performance period for the KPDs. If requested by the Contracting Officer, the proposal shall be submitted within 30 calendar days of the request.

(End of Clause)

**H.23 TRANSITIONED ITEMS GRANDFATHER CLAUSE** Items listed in contract attachment J-15, Hardware and Equipment Matrix, and designated as “Transitioned” are transferred to ESOC to assume Sustaining Engineering (SE) and cognizant design center Commercial and Government Entity (CAGE) code responsibilities, but are “grandfathered” by NASA to ESOC “as-is” with existing documentation. ESOC shall not validate, recreate, or update existing documentation at the time of sustaining transition; however these activities will be performed when required to implement a sustaining task, spares producibility change, or design modification. If a design modification or spares build is implemented via a contract modification or IDIQ Delivery Order, all effort associated with the updates to the documentation will be included in the proposal.

(End of Clause)

## **H.24 TECHNICAL INFORMATION RELEASES AND PUBLICATIONS**

As authorized by paragraph (d)(1) of the Rights in Data-General Clause (FAR 52.227-14) 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, the contractor 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 the contractor concerning revisions if it is considered that such comments might be useful to the contractor 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.

(End of Clause)

## **SUPPLEMENTAL EXPORT CONTROL REQUIREMENTS**

(a) In addition to the requirements established by NFS 1852.225-70 EXPORT LICENSES, the contractor is also required to perform the following tasks to ensure compliance with Department of Commerce and Department of State export control regulations.

(b) Provide to the JSC Export Services Team (EST); in writing, advanced “notification to ship” for all ESOC Program related deliveries. The following requirements must be met to use Department of Commerce or Department of State export licenses obtained on behalf of NASA.

(1) A minimum of 18 working days prior to the export, paperwork required in (b)(2) below shall be reviewed with the One EVA Business Area Export Representative for approval.

(2) A minimum of 15 working days prior to shipment, contractors shipping on behalf of NASA must obtain approval from the Center Export Administrator’s (CEA) office by following an Advance Notification of

Shipment (ANS) process. Formal letter, fax or email is sufficient, addressed to the CEA's office, and must include the details listed below.

- A. NASA license number (include date of expiration) or license exception/exception.
- B. Quantity and description as it appears on the applicable license.
- C. Date of planned shipment (and expected date of return if not a permanent export).
- D. Origin of shipment (Company and city).
- E. Destination of shipment (Country, city and company).
- F. Point of contact (for technical questions – must be a representative of the originating shipper).
- G. Export Classification Control Number (ECCN) or category under Export Administration Regulations or United States Munitions List regulations.
- H. Rationale for classification.
- I. Requirement to export (i.e., MOU, contract number, meeting minutes). You may be asked to provide copy of the requirement.
- J. Additional information as necessary to clarify the export.
- K. A copy of the completed 1724 attached to an email
- L. A copy of the completed Pro Forma Invoice (JSC Form 1735) attached to an email One EVA Business Area Export Representative for review is sufficient to meet this requirement as long as all required information above is also included. One EVA BAER will return the 1724 and 1735 to exporter for submittal to NASA.
- M. After all the correct information is submitted to the ECR and EST, the CEA's office will respond within 10 working days. Once approved, NASA will provide the destination control statement to use on all shipping documentation.
- N. Included in the applicable export exceptions, contractors are authorized to ship hardware, software or data to ISS International Partner (IP) governmental offices that meet the conditions of license exception GOV (15 CFR 740.11(b)(2)(iii)(A)).
- O. For Verification of End Use, contractors shipping on behalf of NASA using a license or license exception or exemption must provide a copy of all shipping documentation within two business weeks of the shipment date to the CEA's office.
- P. In addition, if an export is temporary, contractors shipping on behalf of NASA must notify the CEA in writing within 5 business days of the date that the item was actually returned.
- Q. The contractor must keep the complete records required by Department of Commerce and Department of State regulations for all exports and make them available upon request to NASA, HSSI, and auditors.
- R. These guidelines do not include commercial exports or exports pursuant to Technical Assistance Agreements for which the contractor will be the exporter of record.

(c) Under this Subcontract, the Subcontractor must determine the jurisdiction and classification on the item or document and whether it needs a license. The Subcontractor shall include technical rationale supporting the jurisdiction and classification determination. Additionally, for all technical data provided by the Subcontractor under this Subcontract, data shall be marked with the appropriate export control jurisdiction and classification.

(d) Subcontractor is to perform annual audits of their approved export control processes and provide written results to HSSI.

(e) Proactively plan for and address export control requirements and issues on all technical tasks and provide a written report monthly on any potential export issues that cannot be resolved by the contractor to the HSSI. Export Control issues should be reported to HSSI on a monthly basis. A negative report is required when no issues are identified.

(End of Clause)

*(Applicable to all subcontracts where subcontractor personnel will be developing technical data products or exporting data on behalf of NASA and the Prime Contractor)*

**\*1852.204-22 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)**

(a) *Definitions.* As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. “Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). “Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

(End of Document)