

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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NAS15-10000
INTERNATIONAL SPACE STATION PROGRAM (ISS)
SCHEDULE I

(a) FAR CLAUSES

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation with full force and effect, as if set out in full text and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraph (44) [FAR 52.244-6 and the clauses listed therein] 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, "Contractor" and "Offeror" shall mean Seller, and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>,
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or
<http://farsite.hill.af.mil/>.

- (1) 52.203-3 Gratuities (APR 1984) [excluding subparagraph (c)(2)]. In paragraph (a), Government means United States of America Government or Buyer. In paragraphs (c) and (d), Government means Buyer.
- (2) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
- (3) 52.203-7 Anti-Kickback Procedures (JUL 1995) [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 Seller's 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.
- (4) 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, the Seller's 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 the Seller's subcontractors at any tier.
- (5) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). 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 Seller's

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subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.

- (6) 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.
- (7) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). 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's Authorized Purchasing Representative) 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 Seller."
- (8) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990).
- (9) 52.215-2 Audit and Records -- Negotiation (JUN 1999). This clause applies only if this contract exceeds \$25,000. In this clause "Comptroller General" and "Comptroller General of the United States" means "Comptroller General of the United States".
- (10) 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000.
- (11) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause only applies only if this contract exceeds \$550,000.
- (12) 52.215-14 Integrity of Unit Prices (OCT 1997) with Alternate I (OCT 1997) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000. This clause is not applicable to service contracts that do not require delivery of supplies.
- (13) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). 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 Seller's subcontractors at any tier under this clause. "Contracting Officer" shall mean Buyer.
- (14) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997). 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

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from Buyer because of liabilities of Seller or Seller's subcontractors at any tier under this clause.

- (15) 52.215-19 Notification of Ownership Changes (OCT 1997). 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 Seller's subcontractors at any tier under this clause. "Contracting Officer" means Buyer.
- (16) 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in subparagraph (a).
- (17) 52.219-8 Utilization of Small Business Concerns (OCT 2000). This clause applies only if this contract exceeds \$100,000. In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (18) 52.219-9 Small Business Subcontracting Plan (JAN 2002). 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. In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (19) 52.222-1 Notice to the Government of Labor Disputes (APR 1984).
- (20) 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000). 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 Seller's subcontractors at any tier under this clause. In accordance with FAR 22.305(d), this clause does not apply to work performed solely within a foreign country or within a territory under United States jurisdiction other than a State, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331), American Samoa, Guam, Wake Island, and Johnston Island.
- (21) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.604-2(a)(2), this clause does not apply to supplies manufactured outside the United

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States, Puerto Rico, or the Virgin Islands. In accordance with FAR 22.603, this clause does not apply to services.

- (22) 52.222-21 Prohibition of Segregated Facilities (FEB 1999). Notwithstanding the language in paragraph (a), the meaning of Government or Contracting officer will not change for this clause.
- (23) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11) only.] In accordance with FAR 22.807(b)(2), this clause does not apply to work performed outside the United States by employees who were not recruited within the United States. In accordance with FAR 22.801, United States means the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island. Notwithstanding the language in paragraph (a), the meaning of Government or Contracting officer will not change for this clause.
- (24) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract is for \$10,000 or more. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam. Notwithstanding the language in paragraph (a), the meaning of Government or Contracting officer will not change for this clause.
- (25) 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.1408(a)(1), this clause does not apply to work performed outside the United States by employees recruited outside of the United States. United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island. Notwithstanding the language in paragraph (a), the meaning of Government or Contracting officer will not change for this clause.
- (26) 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract is for \$10,000 or more. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam. Notwithstanding the language in paragraph (a), the meaning of Government or Contracting officer will not change for this clause.

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- (27) 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) with Alternate I (Jul 1995) [Prime Contract Clauses I.7 and I.16]. In Alternate I paragraph (i) (1), “Contracting Officer” means “either a US Government Contracting Officer or Buyer’s Authorized Purchasing Representative.”
- (28) 52.223-5 Pollution Prevention and Right-to-Know Information (APR 1998).
- (29) 52.223-14 Toxic Chemical Release Reporting (Oct 2000) [excluding paragraph (e)]. This clause applies only if this contract exceeds \$100,000.
- (30) 52.225-8 Duty-Free Entry (FEB 2000). 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.
- (31) 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000).
- (32) 52.227-1 Authorization and Consent (JUL 1995). Alternate 1 (APR 1984).
- (33) 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’s Authorized Purchasing Representative.
- (34) 52.227-11 Patent Rights -- Retention by the Contractor (Short Form) (Jun 1997). This clause applies only to contracts with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.
- (35) 52.227-14 Rights in Data -- General (JUN 1987), Alternate II (JUN 1987), Alternate III (JUN 1987), and Alternate V (JUN 1987) as modified by NASA FAR Supplement 18-52.227-14 (OCT 1995). This clause applies only if data will be produced, furnished, or acquired under this contract. Rights obtained under this clause are obtained for the US Government.
- (36) 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.
- (37) 52.227-17 Rights in Data – Special Works (JUN 1987) as modified by 1852.227-17 NASA FAR Supplement (OCT 1995). Rights obtained under this clause are obtained for the US Government.
- (38) 52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies only if this contract requires work on a Government installation.

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- (39) 52-230-4 Consistency in Cost Accounting Practices (AUG 1992). This clause applies only to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.
- (40) 52.230-5 Cost Accounting Standards - Educational Institutions (APR 1988). This clause applies only to educational institutions.
- (41) 52.230-6 Administration of Cost Accounting Standards (AUG 1992). This clause applies only if clause 3050, or 3051, or FAR 52.230-5, Cost Accounting Standards – Educational Institutions, is incorporated in this contract. This clause does not apply to small businesses or to United Kingdom contractors where the work is to be performed substantially in the United Kingdom. Add “Buyer and the” before “Contracting Officer” in paragraph (f).
- (42) 52.242-13 Bankruptcy (JUL 1995).
- (43) 52.244-5 Competition in Subcontracting (DEC 1996). This clause applies only if this contract exceeds \$100,000.
- (44) 52.244-6 Subcontracts for Commercial Items and Commercial Components (MAY 2002).
- (45) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989). If the contract is cost reimbursement utilizing GP4 or time-and-material or labor hour utilizing GP3, then FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) is substituted for this clause and paragraph (g) of FAR 52.245-5 is revised to read as follows:
- (g) Risk of Loss. Seller, upon the delivery to it or acquisition by it of any Government property, assumes the risk of and shall be responsible for all loss thereof or damage thereto. When such property is no longer needed for the performance of this contract, or at such other time as may be directed by Buyer pursuant to paragraph (i) of FAR 52.245-5, Seller shall return such property to Buyer or the Government, as applicable, in as good condition as when received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of work hereunder.
- (45.1) DEFINITIONS. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Buyer-furnished Government-owned and Government-furnished Government-owned property, and shall not include Buyer-owned property in which the Government does not have an interest, and all references to title passing to or vesting in the Government shall refer to the United States of America Government. References to an

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"approved program or system" shall be references to "a United States of America Government approved program or system".
"Contracting Officer" shall mean "Buyer's Authorized Purchasing Representative" and "Government" shall mean "Buyer" except as stated above.

- (45.2) **DATE OF THE PRIME CONTRACT.** The date of this contract, NAS15-10000, is October 1993.
- (45.3) **LIMITED RISK OF LOSS REQUESTS.** The Seller shall submit requests for limited risk of loss to the Buyer's Authorized Procurement Representative. Requests for Limited Risk Of Loss must include: (i) a listing, including quantity and unit prices, of all Loss, Damage, or Destruction of Government Property the requesting activity has incurred in three years prior to the date of request, (ii) the total quantity and cost of all Government Property accountable to the Seller's site performing the subcontract at the time of the request, and (iii) a copy of the Seller's most recent Formal Government Property System Analysis or a statement that no such analysis has been conducted at the site involved. In the event the Seller's request is for, or includes, limited risk of loss for a Seller subcontractor, Seller shall submit the information listed above on each Seller subcontractor to whom Seller is requesting that limited risk of loss be extended.
- (45.4) **FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS.** Seller shall provide data on government owned Seller-held property, in accordance with the provisions at FAR 45.5 and this clause, on the indicated basis as illustrated in paragraphs 45.5 and 45.6 of this clause below. Report Government-Owned/Contractor-Held Property, in accordance with the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below in paragraphs 45.5 and 45.6.
- (45.5) **QUARTERLY SUBMISSION.** The Seller shall submit quarterly the requested government property financial data for all assets, including real property and equipment, special test equipment, special tooling, and agency peculiar property, greater or equal to \$100,000 unit acquisition cost, as well as materials and contract work in process of any value, in their possession (including subcontractors), in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, according to the following schedule:
- For the quarter ending December 31, on or before January 10.
 - For the quarter ending March 31, on or before April 10.

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For the quarter ending June 30, on or before July 10.
For the quarter ending September 30, on or before October 10
submit the Annual Submission described in 45.6 below in lieu of
a Quarterly Submission.

Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3, and shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.

- (45.6) ANNUAL SUBMISSION. The Seller shall submit annually the requested government property financial data for all assets, including real property and equipment, special test equipment, special tooling, and agency peculiar property, regardless of unit acquisition cost, as well as materials and contract work in process of any value, in their possession (including subcontractors). The submitted government property financial data shall be in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, prior to October 10 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3, and shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.
- (45.7) GOLD SYSTEM USAGE. The seller shall perform government property management of all property accountable (including facilities, special test equipment, special tooling, material, and agency peculiar property) under this subcontract using the provided International Space Station GOLD system.
- (45.8) MOVEMENT OF ITEMS. Movement of items of Government-Owned/Contractor Held Property shall comply with the shipment provisions at NASA FAR Supplement 1845.7101-2(a) through (c) and 1845.7102 Sections I through VIII. Property shipped between September 1 and September 30, inclusively, shall be accounted for and reported by the shipping activity, regardless of the method of shipment, unless written evidence of receipt at destination has been received.

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- (45.9) REPAIRABLES. Repairables provided under fixed price repair contracts that include the clause at 1852.245-72, Liability for Government Property Furnished for Repair or Other Services, remain accountable to the furnishing activity and are not reportable on HOU-BMF-1018; repairables provided under a cost reimbursement contract, however, are accountable to the contractor and reportable on the HOU-BMF-1018. All materials provided to conduct repairs are reportable, regardless of contract type.
- (45.10) NON-INTERFERENCE, RENT-FREE USAGE AGREEMENTS. Government-Owned or Boeing-Owned Seller-Held Property shall be used only for the purpose for which it was acquired, fabricated, or provided. The Seller shall submit all requests for non-interference, rent-free usage to the Buyer's Authorized Purchasing Representative. NASA FAR Supplement 18-52.245-80 Use Of Government Production And Research Property On A No-Charge Basis (NASA) (MAR 1989) is incorporated into this agreement. The contract specified below is: Contract NAS15-10000 (International Space Station Prime Contract).
- (46) 52.245-18 Special Test Equipment (FEB 1993). Wherever "30 days" appears in this clause, substitute "75 days." 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."
- 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.
- (47) 52.246-24 Limitation of Liability - High Value Items (APR 1984). This clause applies only if this contract exceeds \$100,000 and requires the delivery of supplies.
- (48) 52.246-25 Limitation of Liability -- Services (FEB 1997). This clause applies only if this contract exceeds \$100,000 and requires delivery of services.
- (49) 52.247-63 Preference for U.S. - Flag Air Carriers (JAN 1997). This clause applies only if this contract may involve international air transportation. In accordance with paragraph (b) of this clause, this clause only applies if a U.S.-flag air carrier is available. Rules for availability are stated in FAR 47.403-1 and summarized here: For trips to and from the US, a foreign-flag air carrier can be used if using the foreign-flag air carrier saves 24 or more hours of

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travel time. For trips outside of the US, a foreign-flag air carrier can be used if using the foreign flag air carrier eliminates two or more aircraft changes in route or saves 6 or more hours of travel time or, for trips of three hours or less, saves half or more of the travel time.

- (50) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (ALTERNATE I) (APR 1984). In accordance with FAR 47.504(a), this clause does not apply to shipments aboard vessels of the Panama Canal Commission or as required or authorized by law or treaty.
- (51) 52.248-1 Value Engineering (FEB 2000) [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) NASA FAR SUPPLEMENT CLAUSES

The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement with full force and effect, as if set forth in full text and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (10), (13) and (15) of this paragraph (b) 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, and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/>, <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or <http://farsite.hill.af.mil/>.

- (1) 18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2002). This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.
- (2) 18-52.208-81, Restrictions on Printing and Duplicating (OCT 2001).

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- (3) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities. In accordance with NASA FAR Supplement 18-19.7103, this clause does not apply to work that, together with all subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Trust Territory of the Pacific Islands.
- (4) 18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern. In accordance with NASA FAR Supplement 18-19.708-70 and FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (5) 18-52.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business Concern. In accordance with NASA FAR Supplement 18-19.7003, this clause does not apply when the contract, together with all its subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Trust Territory of the Pacific Islands. [The following paragraphs implement Prime Contract Clause G. 12 SOCIO-ECONOMIC SUBCONTRACTING GOALS.]
- (5.1) NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontractor levels which will optimize the opportunity for subcontract participation of small business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZones, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs). To this end the Seller shall comply with the approved subcontract plan set forth in the contract and with any approved Master Subcontracting Plan or DoD Comprehensive Subcontracting Plan that the Seller may have. Changes to the plan will be authorized only by contract modification. In contracts containing award fee, performance by the Seller in exerting its best effort to operate in accordance with this plan shall be a factor in determining award fee under this contract.
- (5.2) The Seller will be evaluated on the Seller's efforts toward achieving the percentages outlined in paragraph (c) below including trends and Seller efforts to meet the goals. The percentages shall be calculated based on the dollars expended to the concerns as compared to Contract total actual expenditures on a quarterly and annual basis.

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- (5.3) Subcontracting goals are expected to equal or exceed the following percentages (including lower tier subcontracts) as measured by (b) (5.2) above:

22%	Small businesses
11%	Small disadvantaged businesses (inclusive of disadvantaged women-owned businesses)
5%	Women-owned small businesses (nondisadvantaged women-owned businesses only)
1%	HUBZones
1%	Veteran-Owned Small Businesses (VOSBs)
1%	Service-Disabled Veteran-Owned Small Businesses (SDVOSBs)
1%	Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs)

The small business goal of 22% is inclusive of all of the other socio-economic goals identified in this paragraph of this clause .

- (6) 18-52.223-70 Safety and Health (APR 2002). 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) 18-52.223-75 Major Breach of Safety or Security (FEB 2002).
- (9) 18.52.225-70 Export Licenses (FEB 2000) with Alternate I (FEB 2000).
- (10) 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.
- (11) 18-52.227-70 New Technology (MAY 2002). This clause applies only if experimental, developmental, or research work is to be performed by other than a small business firm or a non-profit organization.
- (12) 18-52.227-72, Designation of New Technology Representative and Patent Representative (JUL 1997) [Prime Contract Clause G2]. The following named representatives were designated by the Contracting Officer to administer the New Technology or Patent Rights clause:

NASA New Technology Representative and Patent Representative

NASA Lyndon B. Johnson Space Center

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Attention: New Technology Rep and Patent Rep HA
Technology Transfer & Commercialization Office
Houston TX 77058

- (13) 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.
- (14) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work on a Government installation.
- (15) 18-52.228-76 Cross Waiver of Liability for Space Station Activities (DEC 1994). In accordance with prime contract clause H.34, 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. This clause applies only if this contract exceeds \$100,000.
- (16) 18-52.237-70 Emergency Evacuation Procedures (DEC 1988). Applies when subcontractor personnel are on United States of America Government facilities.
- (17) 18-52.242-78 Emergency Medical Services and Evacuation (APR 2001). This clause applies if work is performed under this contract outside the United States or in remote locations in the United States.
- (18) 18-52.242-73 NASA Contractor Financial Management Reporting (JUL 2000). Applies to Contracts of any value when implementing language is included in the contract.
- (19) 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.
- (20) 18-52.245-70 Acquisition of Centrally Reportable Equipment (JUL 1997) [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 prior to 15 October of each year in conjunction with the form HOU-BMF-1018 report per paragraphs (a) (45.4) through (a) (45.9) 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.

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- (21) 18-52.245-80 Use Of Government Production And Research Property On A No-Charge Basis (NASA) (MAR 1989). The contract specified below is: Contract NAS15-10000 (International Space Station Prime Contract).
- (22) 18-52.246-70, Mission Critical Space Systems Personnel Reliability Program (MAR 1997).
- (23) 18-52.246-73, Human Space Flight Item (MAR 1997).
- (c) Cost Accounting Standards
- (1) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause 3050 is the version dated August 1992.
- (2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated August 1992.
- (d) MANNED SPACE FLIGHT ITEM (NASA FAR Supplement 18-52.246-73) (MAR 1997) statement.
- "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."
- (e) (Limited) Release of Contractor Confidential Business Information (CBI). [Planned NASA FAR Supplement 18-52.227-91 (MAY 2002)] [Prime Contract Section H]
- (1) NASA may find it necessary to release information submitted by the Seller pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this subcontract, the Seller hereby consents to a limited release of its confidential business information (CBI).
- (2) Possible circumstances where the Agency may release the contractor's CBI include the following:
- (a) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post-award audit support and specialized technical support to NASA.

- (b) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.
- (3) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (e) (2) (a) or (e) (2) (b) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.
- (4) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.
- (5) The Seller agrees to include this clause, including this paragraph (e) (5), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.
- (f) **ACCESS TO CONTRACTOR DATA** [Prime Contract Section H]. This clause applies to all cost type subcontracts.
 - (1) "Data" for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded. The term includes technical data; computer software; and information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. Types of data contained in the definition also include contractor internal audits of any discipline, system, or task which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing this contract. These examples are illustrative and are not to be construed as a limitation on the definition of data.
 - (2) 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 the Government to monitor the Seller's performance under this contract and to permit sampling of Seller data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.
 - (3) The Seller shall make available at all reasonable times for Government inspection all existing Government data provided to the Seller and any data first produced or used in the performance of this subcontract for examination through closeout. Moreover, information provided by the Seller on this system shall contain all necessary technical and business application data to

determine the degree to which contract requirements are met. At a minimum, the Seller shall maintain all Seller-generated documentation and internally released data which has been generated by the Seller and the Seller's Subcontractors/Suppliers in compliance with the work effort described in the Statement of Work and other contract requirements, all data requirement response documentation plus other project-pertinent documents including drawings through the fourth generation breakdown level.

- (4) Except for software systems being provided as part of this contract, the Seller shall maintain all data on a commercially available system for information management that is easily accessible by NASA. For the purposes of this clause, "commercially available system" is defined as a system comprised of a Commercial Off-the-Shelf (COTS) database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package. The Seller must obtain the approval of NASA (obtained via the Buyer's Authorized Procurement Representative) prior to using any noncommercial system for information management of data generated under this contract. As part of this request, the Seller must justify why no commercial system to manage information is adequate for this contract. If use of a noncommercial system is approved, then the Seller shall demonstrate the system to the Government and provide thorough training to Government personnel to ensure they are able to access (i.e., read and copy) all data maintained on the system.
 - (5) The Seller shall provide the Government unimpeded access to all areas determined by Government representatives as necessary for surveillance, audit and independent evaluation purposes. In those instances that access is restricted due to hazards or other personnel access limitations, the Seller shall accommodate Government personnel such that access is provided and operational safety is not compromised.
 - (6) 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 or the Buyer will reimburse reproduction costs only when the Government 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.
 - (7) The Seller shall describe the areas of its internal systems where NASA access will be permitted, define access and interface requirements, and provide NASA the required training to be able to access and use these systems.
 - (8) The Seller shall flow this clause to all cost type subcontracts.
- (g) GOVERNMENT INSIGHT [Prime Contacts Section H]. This clause applies to cost type subcontracts with values exceeding \$1 million.

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- (1) 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 Buyer, the Seller, and the Seller’s subcontractors to determine performance on this contract.

- (2) The Government shall have the right to audit the Contractor and cost-reimbursement 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 Contractor 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.
- (3) The Government or the Buyer may schedule fact-finding meetings with the Seller and the 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, and subcontractor personnel who shall attend the meetings. When requested by the Contracting Officer or designee, or by the Buyer, the Seller and the Seller’s subcontractors shall provide necessary support to the Government when it audits the Seller or the Seller’s subcontractor and for the Government-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

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Government or constructive change to the contract shall result from any of these meetings.

- (h) EXPORT OF TECHNICAL DATA, COMPUTER SOFTWARE, OR HARDWARE IN THE CONDUCT OF SPACE STATION RELATED ACTIVITIES [Prime Contract Clause H.5].

This clause applies if the performance of the contract may require the development, delivery, or use of technical data, computer software, or hardware.

- (1) During the conduct of Space Station related 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 Seller 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 Seller, 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

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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) Additional Export Control Requirements [Prime Contract Section H]
- (1) In addition to the requirements established by NASA FAR Supplement 18-52.225-70 Export Licenses, the Seller is also required to perform the following tasks to ensure compliance with Department of Commerce and Department of State export control regulations. Provide to the JSC Export Services Team (EST); in writing, advanced "notification to ship" for all 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 and to use export license exceptions or exemptions as they apply to the International Space Station Program. A minimum of 15 working days prior to shipment, Sellers 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.

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- (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 Pro Forma Invoice (JSC Form 1735) attached to an email is sufficient to meet this requirement as long as all required information above is also included.
 - (l) After all the correct information is submitted, 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.
 - (m) Included in the applicable export exceptions, Sellers 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)).
 - (n) For Verification of End Use, Sellers 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.
 - (o) In addition, if an export is temporary, Sellers shipping on behalf of NASA must notify the CEA in writing within 5 business days of the date that the item was actually returned.
 - (p) The Seller 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 Buyer, NASA and auditors.
 - (q) These guidelines do not include commercial exports or exports pursuant to Technical Assistance Agreements for which the Seller will be the exporter of record.
- (2) Before effecting an export on behalf of NASA, the Seller must determine classification on the item or document and whether it needs a license. Also, the Seller shall include a technical rationale supporting the classification and the appropriate labeling for document items.
- (3) Perform self-audits of the approved export control processes and provide written self-audit results to NASA through the Buyer for review and approval at the end of each US Government fiscal year. Self-audits must include a thorough examination of all export control processes (as outlined in the Seller's Export Control Plan) associated with this contract, areas for improvement (if any), and corrective action plans for identified areas of improvement. Affected subcontractors of Seller are required to do their own self-audits and report the

results of the audit to NASA through the Buyer. Prior to audit completion, inclusion on the audit process thru informal statuses to the JSC Export Services Team or Center Export Administrator through the Buyer is optional and might prove useful in the success of this effort. Self-audits must contain the following content:

- (a) Define your current audit processes.
- (b) Document the export control processes audited and audit findings.
- (c) Provide a listing of all exports (pursuant to an export license, a license exemption or exception, or no license required, both licensed and non-licensed) effected for the subject contract by the Seller on behalf of Buyer or NASA.
- (d) Based on audit findings, the Seller/Seller's subcontractor shall include corrective action plans for any processes identified for improvements and notification of when the correction of any non-conformances has been completed.

Self-audits must be in an acceptable format (e.g. Microsoft Word, Excel, etc.) that is compatible with the NASA Program authorized repository and maintained electronically. The first submission date is September 30, 2004.

- (4) Proactively plan for and address export control requirements and issues on all technical tasks and provide a written report on any potential export issues that cannot be resolved by the Seller to the JSC EST, including those related to support of sustaining engineering and operations of ISS. Notification of issues and technical tasks should be given to the JSC EST at least 3 months in advance or immediately upon discovery on issues that are unforeseen.
- (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 Seller 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).

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- (2) The Seller shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.
 - (3) The Seller 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 Seller'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, Buyer, and Seller specifications or procedures, the Government documents cited in this clause shall take precedence over all else, and Buyer documents specified in the contract shall take precedence over Seller specifications or procedures.
 - (5) The Seller shall place substantially identical requirements on all subcontracts.
 - (6) The Buyer shall identify the items to be furnished under this contract which are for space flight use.
 - (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 Seller 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) **PACKAGING, HANDLING, STORAGE AND TRANSPORTATION OF FLIGHT HARDWARE.** This clause only applies to Flight Hardware. This clause does not apply commercial items or commercial components, as those terms are defined at FAR 52.202-1, unless they have undergone modifications, screenings or tests that are unique to items sold to NASA.
- (1) Seller shall identify all special handling requirements associated with hardware, firmware, materials, devices, items, goods, and articles classified as Flight Hardware (or any similar designation of use in space or use on orbit) (hereinafter referred to as "Flight Items" or "Flight Hardware") purchased or leased on this contract. This identification shall be made on both the shipping document (or as an attachment to the shipping document) and on correlating packaging labels, placards, or large legible printed markings on the exterior of the packaging itself, designed to alert those handling, transporting, shipping, receiving, moving, stacking, un-stacking, storing or processing (hereinafter referred to as "Handling") the Flight Items after the Flight Items leave the Seller's facility. If the Seller does not have labels that meet the intent of this

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clause, the Buyer will supply the required labels. Special Handling requirements include, but are not limited to, the following considerations:

- (a) Special Handling instructions (where necessary to prevent damage or deterioration) such as instructions to fork lift operators on how to lift the Flight Item without damaging the Flight Item, "Do not drop", or "this end up" arrows.
 - (b) Electrostatic discharge (ESD) sensitive item warnings, for example, "Flight hardware; Electrostatic Discharge Sensitive (ESDS), handle IAW MIL-STD-1686" or "EEE Part(s); ESDS Device; EMI shielding required".
 - (c) Temperature range limitations (where the item could be damaged if exposed to temperatures between minus 25 degrees Fahrenheit (F) and 125 degrees F during transportation or between 68 degrees F and 82 degrees F during storage).
 - (d) Humidity range limitations (where the item could be damaged if exposed to humidity between 30% and 70% relative humidity (RH)).
 - (e) Fragile item warnings (where the item is fragile or requires shock recorders or indicators during Handling).
 - (f) Minimum or maximum bend radius or radii limitations (where a flexible Flight Item could be damaged if excessively bent or folded while being Handled).
 - (g) Cleanliness requirements or warning not to open except in a Clean Room environment (where the Flight Item is precision cleaned or for any reason should only be opened in a Clean Room environment).
- (2) Flight Items that will be stowed for flight with no further processing shall be delivered ready for flight stowage by the Seller and annotated on the shipping document, i.e., "ready for flight; no further processing required". The fact that the item has been packaged with certified flight material(s) shall be marked in some manner on the inner packaging. If it is not feasible to mark the inner-most packaging as flight certified material, then a note on the packaging material that is to be removed just prior to stowage shall state "Remove [insert items to be removed] before flight/stowage" OR "Remove [insert items to be removed] before flight/stowage except for [insert exceptions]".
- (3) In the event Buyer provides specific labels, those labels shall be applied in accordance with the accompanying instructions to the packaging containing the Flight Items for which the labels were provided.

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- (4) If no special Handling requirements apply to the Flight Item, the Flight Item shipping documentation shall state “No Special Handling Requirements” or words to that effect.
- (l) REPROCUREMENT DATA PACKAGE [Prime Contract Section H].
- (1) In addition to the requirement to maintain certain data in the Access to Contractor Data clause, the Seller shall maintain this data in its data management system in a form and format such that it is suitable for inclusion in a reprourement data package. All models, all tools, and all documentation developed to support the use of a model or tool, shall be maintained electronically. Models and supporting documentation shall be updated as necessary to perform the assessments for which they were developed. The parties recognize that this contract does not require the delivery of the data necessary for a reprourement package. Instead, the Government would order this package in accordance with FAR 52.227-16, Additional Data Requirements. The Seller shall be required to deliver this data to the Government or the Buyer within five months of it being ordered per FAR 52.227-16.
- (2) Moreover, if the Seller is required to deliver data necessary for a reprourement data package, the Seller shall deliver it with unlimited rights as defined in FAR 52.227-14, Rights in Data-General. The delivery of this data with unlimited rights shall be at no additional cost to Buyer or the Government.
- (3) The only costs Buyer or the Government shall bear for the delivery of data necessary for a reprourement package with unlimited rights shall be those costs associated with reproduction and delivery. No costs shall be permitted for converting data to a prescribed format since the Seller is required to maintain the data in a format suitable for a reprourement package. The costs associated solely with the conversion of electronic data to a paper format, however, shall be deemed to be a reproduction cost.
- (m) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (FAR) 52.225-11) (MAY 1992) [Prime Contract clause I.15.]
- (1) Unless advance written approval of the Contracting Officer is obtained, the Seller shall not acquire for use in the performance of this contract –
- (a) Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;
- (b) Any supplies that are or were located in or transported through North Korea, Vietnam, Cambodia, or Cuba; Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles.

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- (2) The Seller shall not acquire for use in the performance of this contract supplies or services originating from sources within Iraq, or any supplies or services from entities controlled by the Government of Iraq.
 - (3) The Seller agrees to insert the provision of this clause, including this paragraph (l) (3), in all subcontracts hereunder.
- (n) CHANGE IN PRIME CONTRACTOR [Written to implement prime contract clause H.72]

In the event the Buyer is not selected for the International Space Station follow-on contract, upon the termination or expiration of International Space Station prime contract NAS15-10000, the remaining effort under this contract will be transferred via a novation agreement to the successor contractor selected by NASA or to NASA. The Seller hereby agrees to execute a novation agreement between itself, the Buyer, and the successor contractor or the United States of America Government. The Seller further agrees that deletion of the effort specified in the novation agreement from this contract and novation to a successor contract (or transfer to a follow-on contract) shall not be considered a partial termination of this contract.

- (o) JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (DEC 1999). This clause applies on to contracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at Johnson Space Center (JSC).
- (1) 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 supercede any statutory or regulatory requirements for any entity subject to this clause.
 - (2) "Hazardous materials," for the purposes of this clause, consist of the following:
 - (a) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.
 - (b) 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.
 - (c) Any radioisotope material or device that produces ionizing radiation.
 - (d) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)

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- (e) Any explosive or any pyrotechnics.
- (f) Any pesticide.
- (3) The 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.
- (4) The Seller shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (5) The Seller shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
- (6) The Seller shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (7) The Seller shall insert the substance of this clause, including this Paragraph (n) (7) 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.
- (8) In the event the 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.