

**Common Terms and Conditions Guide**  
**Section 5 – Government Contract Requirements**

**Clause Number: 5036**  
**Effective: 10/15/2002**  
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**NAS3-99135**  
**Lightweight Gas Generator**

**Application** The following contract clauses are incorporated by reference from the Federal Acquisition Regulations and Supplements, and apply to the extent indicated. In these clauses, the parties are suitably modified therein to reflect the parties to this Purchase Contract in such a way, and such clauses shall be interpreted and construed in such a manner, as to be consonant with Buyer's business and contractual relationship with its customer (higher-tier subcontractor, the Government or otherwise), if any.

**FAR Clauses**

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 97)**

As an express condition of the award of this subcontract, Seller represents and warrants to Buyer that in relation to the award of the prime contract under which this subcontract is issued, Seller has complied, and will continue to comply with all Procurement Integrity provisions of the Office of Federal Procurement Policy Act of 1988, as amended by the Fiscal Year 1996 National Defense Authorization Act (the Act), 41 USC 423, and its implementing Federal Acquisition Regulations (see FAR 3.104). For violations of the Act by Seller or Seller's subcontractors, as determined by notice from the U.S. Government:

- (1) Seller shall reimburse the Buyer, by contract price adjustment or otherwise, the amount by which Buyer's price or fee is reduced pursuant to FAR 52.203-10, and
- (2) Buyer shall have the right to terminate this subcontract for default. The rights and remedies of Buyer provided for under this clause are in addition to any other rights or remedies provided by law or under this contract. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of this contract.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 90)**

**52.203-6 Restrictions on Subcontractor Sales to The Government (JULY 95)**

**52.203-7 Anti-Kickback Procedures (JUL95)** [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller, the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the Prime Contract.

**52.215-10 Price Reduction For Defective Cost Or Pricing Data (OCT 97).**

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52.223-2 Clean Air and Water (APR 84).

52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)

52.227-1 Alternate I (APR 84)

52.227-14 Rights in Data – General (JUN 87).

52.242-15 Stop Work Order (AUG 89).

**NASA FAR Supplement Clauses**

18-52.219-76 NASA 8 Percent Goal (JUL 97).

18-52.227-70 New Technology (JULY 95)

18-52.227-72 Designation of New Technology Representative and Patent Representative (JUL 97)

18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 93)

18-52.228-76 Cross-Waiver of Liability for Space Station Activities (DEC 94)

18-52.228-78 Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (SEP 93)