

Date: 11 September 2003

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT RFP 9-BG-38-2-80P**

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government clauses cited elsewhere in the contract shall be those in effect in 05/02/03.

FAR/NASA

<u>Reference</u>	<u>Title</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97) [A/Rev. B]
52.204-2	Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-5	Material Requirements (AUG 00) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-15	Pension Adjustments and Asset Reversions (DEC 98) ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.)
52.216-7	Allowable Cost and Payment (DEC 02) Applies only to cost reimbursement contracts. [A/Rev. B]
52.222-1	Notice to the Government of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-21	Prohibition of Segregated Facilities (FEB 99) (Certification required.) [R/Rev. K]
52.222-26	Equal Opportunity (APR 02) [Subparagraphs (b)(1) through (11)]
52.222-41	Service Contract Act of 1965, as amended (MAY 89) [R/Rev.K]
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment [Multiple Year and Option Contracts] (MAY 89)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97), Alt I (JUL 95) (Applies only if hazardous material will be delivered)
52.225-8	Duty-Free Entry (FEB 00)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 03) ("Contracting Officer" means Buyer.) (R/Rev. H)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 84) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
52.242-15	Stop-Work Order (AUG 89) and Alternate I (APR 84) (Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The Termination for Convenience refers to the Termination for Convenience clause of this contract. (A/Rev. C)
52.244-5	Competition in Subcontracting (DEC 96)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 03) (R/Rev. H)
1852.208-81	Restrictions on Printing and Duplicating (OCT 01)
1852.219-74	Use of Rural Area Small Business (SEP 90) [A/Rev. B]
1852.219-75	Small Business Subcontracting Reporting (MAY 99) [A/Rev. B]
1852.219-76	NASA 8 Percent Goal (JUL 97) Applies only if Supplier is not a small business [A/Rev. B]

- 1852.223-70 Safety and Health (APR 02) Only applies if the contract exceeds \$1,000,000 or construction, repairs or alteration in excess of the simplified acquisition threshold, or it involves the use of hazardous materials or operations.
- 1852.223-74 Drug and Alcohol-Free Workforce (MAR 96) This clause applies only if work is performed by an employee in a sensitive position, except if this contract is for commercial items. [A/Rev. B]
- 1852.225-70 Export Licenses (FEB 00), Alt I (FEB 00) [Para. (b) insert: Kennedy Space Center, Johnson Space Center or Marshall Space Flight Center as appropriate]
- 1852.228-72 Cross Waiver of Liability for Space Shuttle Services (SEP 93)
- 1852.228-76 Cross Waiver of Liability for Space Station Activities (DEC 94)
- 1852.242-72 Observance of Legal Holidays (AUG 92)
- 1852.242-73 NASA Contractor Financial Management Reporting (JUL 00) (A/Rev. C)
- 1852.243-71 Shared Savings (MAR 1997) (A/Rev. C)
- 1852.246-73 Human-Space Flight Item (MAR 1997) (A/Rev. C)
- 1852.247-71 Protection of the Florida Manatee (MAR 89) (A/Rev. G)
- 1852.247-73 Bills of Lading (JUN 2002) (A/Rev. F)

The following clause applies if the contract price exceeds \$10,000:

- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)
- 52.225-8 Duty Free Entry (FEB 00) [A/Rev. B]

The following clauses also apply if the contract price exceeds \$25,000:

- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 01)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

The following clauses also apply if the contract price exceeds \$100,000:

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [A/Rev. B]
- 52.203-10 Price or Fee Adjustment for Illegal or Improper activity (JAN 1997) [A/Rev. B]
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 03) [R/Rev. H]
- 52.215-2 Audit and Records-Negotiation (JUN 99) (Applies if the contract is cost reimbursement, incentive, time-and-materials, labor hour, or price redeterminable type or any combination of these; if cost or pricing data was required; or if cost funding or performance reports will be furnished.)
- 52.215-14 Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.219-8 Utilization of Small Business Concerns (OCT 00) [A/Rev. B]
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 00)
- 52.223-13 Certification of Toxic Chemical Release Reporting (OCT 00)
- 52.223-14 Toxic Chemical Release Reporting (JUN 03) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.) (R/Rev. H)
- 52.227-1 Authorization and Consent (JUL 95) and Alternate I (APR 1984) [A/Rev. B]
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). (A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)

- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 03), Alt I (JUN 03) (R/Rev. H)
- 52.248-1 Value Engineering (FEB 00) [excluding subparagraph (f)]. ("Contracting Officer" shall mean Buyer. 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.)
- 1852.244-70 Geographic Participation in the Aerospace Program (APR 85)

The following clauses also apply if the contract price exceeds \$500,000:

- 52.219-9 Small Business Subcontracting Plan (JAN 02), Alt II (OCT 01) (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)
- 52.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS).)
- 52.230-6 Administration of Cost Accounting Standards (NOV 99) (Add "Buyer and "before "Contracting Officer" in paragraph (e).)
- 1852.219-74 Use of Rural Area Small Businesses (SEP 90)
- 1852.219-75 Small Business Subcontracting Reporting (MAY 99)
- 1852.219-76 NASA 8 Percent Goal (JUL 97)

The following clauses apply if Certified Cost and Pricing Data is required:

- 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997) [A/Rev. B]
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997) [A/Rev. B]
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997) (Applies only if certified cost or Pricing Data is required or pre-award or post-award cost determinations are subject to FAR Subpart 31.2) [R/Rev. K]
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data – Modifications (OCT 97) and Alternate II (OCT 97) And Alternate III (OCT 97) Insert in Alternate III: 3.5 computer disk or CD-ROM [A/Rev. B]

The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:

- 52.227-14 Rights in Data - General (JUN 87) – as modified by NASA FAR Supplement 1852.227-14 - and Alternates II & III (JUN 87). See Prime Contract Full Text clause H-14 and Alternate III (JUN 87) – modified by Prime Contract Full Text clause H-15.
- 52.227-16 Additional Data Requirements (JUN 87)
- 1852.227-70 New Technology (MAY 02) (A/Rev. C)
- 1852.227-72 Designation of New Technology Representative and Patent Representative (JUL 97)
- 1852.227-86 Commercial Computer Software – Licensing (DEC 87) [A/Rev. B]

Additional Provisions:

DEFENSE PRIORITY RATING. If a defense priority rating is identified on the face of this contract, this is a rated order certified for national defense use and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700), including accepting or rejecting this contract in writing within fifteen (15) working days after receipt of DO rated or ten (10) days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.

ANTI-KICKBACK PROCEDURES. Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures" which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this order.

TRUTH IN NEGOTIATIONS ACT - MODIFICATIONS. (Applies if certified cost or pricing data was not provided.) Seller shall comply with the provisions of FAR 52.215-11 and 52.215-13 which are incorporated herein by reference to the extent such clauses are or become applicable to this contract. In the absence of other instructions, Seller shall submit cost or pricing data for changes which exceed the established threshold consistent with the cost or pricing data instructions applicable to the proposal for this contract. Seller shall reimburse the Buyer any amount by which this contract is determined by the Government to have been overpriced because of Seller's or Seller's subcontractor's failure to comply with such provisions plus any interest, fines or other penalties imposed upon the Buyer as a result of the Seller's or the Seller's subcontractor's defective pricing.

Full Text Flow Down Clauses:

**FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(Clause I.3 of the Prime Contract) [A/Rev. A]**

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Buyer within 30 days.
 - (2) The Contractor shall also notify the Buyer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall –
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the Buyer ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (k). (A/Rev. A)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 90)
(Clause I.7 of the Prime Contract) [A/Rev. B]

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed * ____ [contractor fill in]__ or the overtime premium is paid for work-
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disaster, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified ____ above shall include all estimated overtime for contract completion and shall-
- (1) Identify the work; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work can not be performed by using multishift operations or by employing additional personnel.

*Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a) (1) through (a) (4) of the clause.

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
(Clause I. 8A of the Prime Contract) [A/Rev. E]

- (a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The contractor shall label products which contain or are manufactured with ozone- depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable)* _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substances(s).

**FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)
(Clause I. 11 of the Prime Contract) [A/Rev. C]**

(a) Definitions. As used in this clause-

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212 (a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR Clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES
ADMINISTRATION FOR AUDIT (JUN 1997)
(Clause I. 12 of the Prime Contract) [R/Rev. C]**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid—

- (i) By the Contractor under a cost-reimbursement contract; and
- (ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show—

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

SPECIAL CONTRACT REQUIREMENTS:

**NFS 1852.211.70 PACKAGING, HANDLING, AND TRANSPORTATION (JUN 2000)
(Clause D.2 of the Prime Contract) (A/Rev. C)**

- (a) The Supplier shall comply with NPG 6000.1E. "Requirements for Packaging, Handling, and transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the Statement of Work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Supplier's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Buyer, provided (1) the Supplier's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Supplier's procedures.
- (c) The Supplier must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) (Clause G.4 of the Prime Contract) (A/Rev. C)

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

Title	Office Code	Address (including zip code)
New Technology Representative	HA	New Tech Rep and Patent Rep HA/Technology Transfer & Commercialization Office NASA Johnson Space Center Houston, TX 77058
Patent Representative	HA	New Tech Rep and Patent Rep HA/Technology Transfer & Commercialization Office NASA Johnson Space Center Houston, TX 77058

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Government Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

JSC 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (MAR 2002) (Clause G.9 of the Prime Contract)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

JSC 52.242-92 IDENTIFICATION OF EMPLOYEES (MAR 2002) (Clause G.12 of the Prime Contract) (R/Rev. C)

At all times while on Government property, the contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Contract and Pass Office, located in Building No. 110. Badges will be issued only between the hours of 7 a.m. and 4 p.m., Monday through Friday. Each individual who wears a badge will be required to sign personally for the badge. The contractor will be held accountable for these badges, and immediately after completion of the work they shall be returned to the NASA Contract Badge and Pass Office. Failure to turn in badges upon completion of the work may result in final payment being delayed.

KSC 52.204-90 SECURITY CONTROLS AT KSC (NOV 2000) (Clause G.13 of the Prime Contract)

A. Identification of Employees

1. The contractor shall require each employee engaged on the work site to display NASA-furnished identification badges and special access badges at all times. The contractor shall obtain and submit badging request forms for each person employed or to be employed by the contractor under this contract. The contractor shall designate its own security and badging officials to act as points-of-contact for the KSC Security Office. Prior to proceeding with onsite performance, the contractor shall submit the following information to the Protective Services Branch, Code TA-E2, Kennedy Space Center:

- Contract number and location of work site(s)
- Contract commencement and completion dates
- Status as prime or subcontractor

d. Names of designated security and badging officials

2. Identification and badging of employees shall be accomplished as soon as practicable after award of the contract. During performance of the contract, the contractor shall, upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the NASA Security Office. It is agreed and understood that all NASA identification badges/passes remain the property of NASA, and the Government reserves the right to invalidate such badges/passes at any time.

B. Access to Controlled Areas within KSC

1. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is classified into "escorted" or "unescorted" access. For each employee for which the contractor desires to have unescorted access, the prescribed forms must be submitted to the responsible NASA Center Security Office. Due to the time required to process requests for unescorted access, the contractor is advised to complete and submit the required forms as soon as practicable after contract award. Within 14 working days after the receipt of the forms, the responsible NASA Center Security Office will determine whether the person is eligible for unescorted access.

2. The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access.

All requests for unescorted access by subcontractors will be submitted through the prime contractor for forwarding to the NASA Security Office.

JSC 52.223-92 JSC HAZARDOUS MATERIALS USE (DEC 1999)(Clause G.10 of the Prime Contract)

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

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

(4) Any radioisotope material or device that produces ionizing radiation.

(5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)

(6) Any explosive or any pyrotechnics.

(7) Any pesticide.

(c) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.

(d) 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.

(e) The contractor shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.

(f) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.

(g) The contractor shall insert the substance of this clause, including this Paragraph with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(h) In the event 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.

**JSC 52.227-91 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)
(MAY 2002) (Clause H.5 of the Prime Contract)**

(a) NASA may find it necessary to release information submitted by the contractor 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 contract, the contractor hereby consents to a limited release of its Confidential Business Information (CBI).

(b) Possible circumstances where the Agency may release the contractor's CBI include the following:

(1) 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.

(2) 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.

(c) 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 (1) or (2) 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.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

DATA RIGHT NOTICE (Clause H.14 of the Prime Contract) [A/Rev. B]

- A. Any proposal submitted during the course of contract performance must expressly identify any computer software or technical data that is to be provided with less than unlimited data rights. The Supplier shall notify the Government Contracting Officer through the Boeing Buyer in writing prior to incorporating any item, component, subcomponent, process, or software wherein the related technical data or computer software qualifies as limited rights data or restricted computer software in accordance with Alternate II and III of FAR 52.227-14 and NASA FAR Supplement (NFS) 18-52.227-86. This notification does not apply to commercial off-the-shelf (shrink-wrapped) computer software, and corresponding documentation, that has a standard commercial license unless the software is to be incorporated as a subcomponent in a developmental effort.
- B. Technical data and computer software delivered shall not be marked with restrictive legends unless the Government Contracting Officer through the Boeing Buyer has given prior written consent.
- C. All license agreements shall be compliant with Federal laws, regulations and the terms and conditions of this contract and shall be transferable to Boeing and the Government upon completion of the contract without additional cost to Boeing or the Government. One copy of the final negotiated license agreement shall be forwarded to the Government Contracting Officer through the Boeing Buyer within 30 days of agreement to ensure compliance.

RESTRICTED RIGHTS NOTICE (Clause H.15 of the Prime Contract) [A/Rev. B]

A. Alternate III of FAR 52.227-14, Rights in Data – General.

1. Paragraph (b)(1) of Alternate III of FAR 52.227-14, Rights in Data – General, is hereby deleted and the following paragraph (B) (1) is substituted in lieu thereof:

(b)(1) Used or copied for use in or with multiple computers provided they are not used simultaneously, including use at any Government installation to which such computers may be transferred.

2. The following is added as paragraph (b) (7) of Alternate III of FAR 52.227-14:

(b)(7) Used on multiple computers for network applications.

B. NASA FAR Supplement (NFS) 1852.227-86, Commercial Computer Software – Licensing.

1. Paragraph (d)(2)(i) of NFS 1852.227-86, is hereby deleted and the following paragraph (d)(2)(i) is substituted in lieu thereof:

(d)(2)(i) Used or copied for use in or with multiple computers provided they are not used simultaneously, including use at any Government installation to which such computers may be transferred.

2. The following is added as paragraph (d)(2)(v) of NFS 1852.227-86:

(d)(2)(v) Used on multiple computers for network applications.

LIMITED RIGHTS DATA NOTICE (Clause H.16 of the Prime Contract) [A/Rev. B]

A. Notwithstanding any other terms and conditions of this contract, the Government shall have the right to disclose technical data marked as limited rights data outside of the Government, without obtaining permission from the contractor, under the following circumstances:

- 1. Use (except for manufacture) by support service contractors.
- 2. Evaluation by non-Government evaluators.
- 3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
- 4. Emergency repair or overhaul work.
- 5. Release to a foreign government, or instrumentality thereof, as the interests of the United State Government may require, for information or evaluation, or emergency repair or overhaul work by such government.

B. Prior to disclosure, except in emergency circumstances as identified in paragraphs 4 and 5 above, the Government shall require the recipient to sign an agreement, provided by and acceptable to the Seller, to protect the data from unauthorized use and disclosure. The Seller shall provide a copy of the acceptable nondisclosure agreement to the Government through the Boeing Buyer, no later than 30 days after contract award.

C. In those cases where the contractor specifically marks information "proprietary", the Government will provide the contractor with written notification of all entities who receive such marked information from the Government.

**MANAGEMENT AND PROTECTION OF DATA OF THIRD PARTIES (Clause H.17 of the Prime Contract)
[A/Rev. B]**

A. It is anticipated that the Seller may have access to, be furnished, or use, the following types of data (recorded information) in performance of this contract:

1. Data of third parties bearing limited rights or restricted rights notices submitted either to NASA, Boeing or directly to the Seller; or
2. Other data of third parties, which NASA or Boeing have agreed to handle under protective arrangements.

B. In order to protect the interests of the Government or Boeing and the interests of other owners of such data, the Seller agrees with respect to data in Category 1 above, and with respect to any data in Category 2, when so identified by NASA or Boeing to:

1. Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the data to employees having a "need to know";
2. Preclude disclosure of such data outside Seller's organization performing work under this contract without the written consent of the Government Contracting Officer through the Boeing Buyer. The Seller's organization includes support contractors to the extent they are subject to the same requirements regarding protection of 3rd party data; and
3. Return or dispose of such data as directed by the Government Contracting Officer, the Boeing Buyer or the furnishing third party owner when such data is no longer needed for contract performance.

SPECIAL COMPUTER SOFTWARE PROVISION (Clause H.18 of the Prime Contract) [R/Rev. E]

A. In addition to any restricted or unrestricted computer software specified elsewhere to be delivered under this contract, the Seller, upon request of the Government Contracting Officer through the Boeing Buyer, shall deliver to the Government or Boeing any computer software, including its documentation and available source code, which was created in **performance of** this contract.

B. The restricted and unrestricted rights in computer software acquired or created during the performance of this contract shall remain in the custody of the Seller until such time as the Government Contracting Officer or Boeing calls for the delivery thereof under paragraph **A.** above.

INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (Clause H.20 of the Prime Contract)

A. With the exception of financial information, the Government shall have unlimited rights to use and distribute to third parties any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Government expense. The Contracting Officer may, at any time during the contract performance or within a period 3 years after acceptance of all items to be delivered under this contract, order any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.

B. The Contracting Officer may release the contractor from the requirements of this clause for specifically identified information at any time during the 3-year period set forth in paragraph A of this clause.

GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS) (Clause H.23 of the Prime Contract)

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

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

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

GOVERNMENT INSIGHT (Clause H.24 of the Prime Contract)

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

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

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

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

(b) The Government shall have the right to audit 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.

(c) The Government may schedule fact-finding meetings with the Contractor and 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 Contractor/subcontractor personnel who shall attend the meetings. When requested by the Contracting Officer or designee, the Contractor and subcontractors shall provide necessary support to the Government when it audits the Contractor or subcontractor and for the Government-Contractor/subcontractor meetings. The purpose of these meetings is to understand the findings of the Government audits. The parties understand and agree that no direction from the Government or constructive change to the contract shall result from any of these meetings.

ADDITIONAL EXPORT CONTROL REQUIREMENTS (Clause H.26 of the Prime Contract) [R/Rev. I]

In addition to the requirements set forth in NFS 1852.225-70 EXPORT LICENSES, the Seller shall perform the following tasks:

1. Provide to the Johnson Space Center Export Services Team (EST); in writing, an advanced “notification to ship” for all program related exports (hardware, software and technical data) where NASA is considered the “U.S. Principal Party”. The following requirements shall be met by the Seller and its subcontractors, respectively, to use Department of Commerce or Department of State export licenses obtained by NASA and to use any NASA export license exceptions or exemptions as they apply to the International Space Station Program. For all program related exports (hardware, software and technical data), submit the equivalent information described below to the Center Export Administrator (CEA) at the geographically closest NASA Space Flight Center (JSC, Marshall Space Flight Center [MSFC] or Kennedy Space Center [KSC] according to the policies and procedures of that center. A courtesy copy of equivalent information submitted to MSFC or KSC shall be provided to the JSC CEA’s office. Provide copies of shipping documents for shipments made under a NASA Export License, exemption or exception to the appropriate CEA within two weeks after the shipment.

- a. A minimum of 15 working days prior to export. the Seller or its subcontractors who are exporting on behalf of NASA must obtain approval from the CEA’s office by following the Advance Notification of Shipment (ANS) process.
 - b. Before effecting an export on behalf of NASA, the Seller and its subcontractors shall determine the classification recommendation of the item(s) or documents(s) and whether it needs a license. The Seller or its subcontractors shall provide a more technical rationale supporting the classification, if requested by NASA.
 - c. Formal letter, fax or email is sufficient, addressed to the CEA’s office through the Boeing Buyer, and must include the details listed below:
 - (1) NASA license number (include date of expiration) or license or other exception.
 - (2) Quantity and description as it appears on the applicable license.
 - (3) Date of planned export (and expected date of return if not a permanent export).
 - (4) Origin of export (Company and city).
 - (5) Destination of export (Country, city and company).
 - (6) Point of contract (for technical question – must be a representative of the originating exporter).
 - (7) Export Classification Control Number (ECCN) or category under Export Administration Regulations or United States Munitions List regulations.
 - (8) Rationale for classification.
 - (9) Requirement to export (i.e., MOU, contract number, meeting minutes). You may be asked to provide copy of the requirement
 - (10) Additional information as necessary to clarify the export;
 - d. 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.
 - e. After all the information is submitted, the CEA’s office will respond to the Seller or its subcontractor within ten (10) working days. Once approved, NASA will provide the destination control statement to use on all export documentation.
2. Included in the applicable export exceptions, the Seller or its subcontractors are authorized to export hardware, software or data to ISS International Partner (IP) governmental offices that meet the conditions of license exception GOV (15CFR 740.11{b}{2}{iii}{A}.

3. For Verification of End Use, Seller or its subcontractors exporting on behalf of NASA using a license or license exception or exemption shall provide a copy of all shipping documentation within two business weeks of the shipment date to the CEA's office through the Boeing Buyer.
4. For temporary exports, Seller or its subcontractors shipping on behalf of NASA shall notify the CEA in writing through the Boeing Buyer within five (5) business days of the date that the item was actually returned.
5. The Seller or its subcontractors shall keep those records required by Department of Commerce and Department of State regulations for all exports and make them available upon request to NASA and its representatives.
6. These requirements do not apply to Seller or subcontractor commercial contract related exports or exports pursuant to Technical Assistance Agreements or other license authorizations received by the Seller or its subcontractors for which the Seller or its subcontractors will be the exporter of record.
7. The Seller and its subcontractors shall perform self annual audits of their export control process and provide written audits results to the CEA in accordance with DRD JC-II-02.
8. The Seller and its subcontractors shall report to the NASA JSC EST, in writing, any potential export issue (including those related to support of sustaining engineering and operations of ISS) that cannot be resolved by the Seller and its subcontractors, respectively. Such report and/or notification of issues and technical tasks should be reported to the NASA JSC EST at least three (3) months in advance of requested action.
9. Upon discovery of unforeseen adverse export issues, the Seller or its subcontractors shall immediately notify NASA JSC EST by telephone or e-mail of said issue and shall report to the NASA JSC EST, in writing, as the facts become known.
10. When directed by the Contracting Officer or designated representative, the Seller or its subcontractors shall export on behalf of NASA, NASA specifically identified technical data, computer software, hardware, or defense services to a named foreign entity or person, in the manner and under the conditions for in the direction.

FLEXIBILITY IN OPERATIONS (Clause H.28 of the Prime Contract) (R/Rev. E)

The ISS Program operates in a very dynamic environment. For this reason, the contractor shall provide a balanced, coordinated and proactive approach to management of technical requirements, program schedules, and other programmatic events. The scope of this contract includes the requirement for the contractor to evaluate these dynamic events and to adjust its work efforts to accomplish these activities in an effective and efficient manner. The contractor's efforts in the implementation of adjustments to the program baseline will form part of the contractor's award fee evaluation.

The contractor shall perform the activities set forth in this contract in support of program schedules and milestones as determined by the boards that guide the ISS Program execution. Major or significant modifications to the ISS Program baseline will be communicated to the contractor via a change directive from the Space Station Program Control Board (SSPCB), signed by the Station Program Manager or his designee. The contractor shall implement these directives upon receipt of a contract change from the NASA Contracting Officer.

A. FLIGHT RATE

The contractor's management approach shall provide for the flexibility to implement changes in the assembly sequence, NASA manifest, flight rate and flight schedules for all visiting vehicles (e.g., Shuttle Orbiter, Progress, Soyuz, HTV, ATV). At contract start, the baseline assembly sequence is described in Section J-1, Appendix 11. The flight rate ranges associated with changes to the assembly sequence to be accommodated by the contractor are as follows:

FLIGHT RATE RANGES TABLE

Modification /Change Category	Minimum Per Contract Year	Target Per Contract Year	Maximum Per ContractYear
Flight Rate	-----	-----	-----
- Shuttle	4	5	6
- Progress	2	4	5
- Soyuz	2	2	2
- ATV (after first flight)	0	0.8	2
- HTV (after first flight)	1	2	3
- Total flights of all the above	9	13.8	13.8

Neither the contractor nor the government will be entitled to an equitable adjustment for flight rates within the specified ranges. In the Flight Rate Ranges Table, the “Total flights of all the above” reflects that in adding or subtracting flights for each type of vehicle, the total number of flights per year is not expected to exceed that shown as the “Maximum Per Contract Year” show in the table.

B. DECISION POINTS

There are schedule times when decisions can be made resulting in changes to the flight rate, carrier complement on a flight, flight schedules and the detailed manifest. If changes are made within the schedule range specified below, the contractor is expected to accommodate the changes with no entitlement to an equitable adjustment. These schedule times are identified as decision points. These principle decision points are shown in the following table:

DECISION POINTS TABLE

Change Category	Schedule Range <i>Critical Decision</i> <i>Point up to which the contractor shall accommodate changes</i>
Flight Rate - Shuttle - Progress - Soyuz - ATV (after first flight) - HTV (after first flight)	----- L-16 mo or earlier L- 6 mo or earlier Any change shall be accommodated L-12 mo or earlier L-12 mo or earlier
Addition or deletion of carrier to flight or change in type of carrier: - Unpressurized Cross Bay Carrier - Unpressurized Sidewall Carrier - Pressurized Carrier	----- L-15 mo or earlier L-45 days or earlier L-15 mo or earlier
Flight Schedule - Launch Date - Consecutive MPLM flights	----- L-3 mo or earlier Reduction in time between MPLM flights to less than 6 weeks
Cargo manifest changes with no new Flight Support Equipment development required: - Unpressurized Cross Bay Carrier (including Launch on Need) - Sidewall Carriers (including Launch on Need) - Pressurized Carriers Cargo manifest changes with new Flight Support Equipment development required: - Unpressurized Cross Bay Carrier - Sidewall Carrier - Pressurized Carriers	----- L-45 days or earlier L-45 days or earlier Anytime ----- L-12 months or earlier L-12 months or earlier L-12 months or earlier

C. EQUITABLE ADJUSTMENT

An equitable adjustment (either an increase or decrease) will be made in the estimated cost and fee provided for in this contract under the following conditions:

- a. the flight rate falls outside the specified annual range; or
- b. a change is instituted within the specified schedule range.

The contractor is responsible for: keeping current, complete, and accurate records that track the performance of work in each area which is subject to variations in Flight Rate Ranges or Decision Points; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the conditions above are met, or if requested by the Contracting Officer.

When initiated by the contractor, the contractor's proposal for an equitable adjustment shall be submitted within 60 days of the contractor's assessment that conditions a and b have been met. If requested by the Contracting Officer, the proposal for an equitable adjustment shall be submitted within 30 days of the request.

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the Termination clause of this contract. In addition, this clause is fully subject to the Limitation of Funds clause of this contract and shall not be construed as authorization to perform work beyond what can be accomplished in accordance with the Limitation of Funds.

NFS 18-52.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JULY 2002) (Clause I.15 of the Prime Contract)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
- (3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) **IT-1** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) **IT-2** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) **IT-3** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.