

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 1 of 13**

**NAS9-02098**

**International Space Station (ISS) Replacement Battery Assemblies**

**Nickel-Hydrogen Replacement Battery Orbital Replacement Units (ORUs)**  
**Part Number RE1804-12**

(a) FAR CLAUSES

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraph (33) [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, "Contractor" and "Offeror" shall mean Seller.

- (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 Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by Buyer due to violations of the Act (as set forth in this clause) by Seller or its 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 its subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 2 of 13**

- (6) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). 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 awarding contractor."
- (8) 52.211-5 Material Requirements (AUG 2000).
- (9) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990). THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350). The rating is DO-C9.
- (10) 52.215-2 Audit and Records -- Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.
- (11) 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997). This clause applies if the contract exceeds \$550,000. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."
- (12) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies if the contract exceeds \$550,000. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."
- (13) 52.215-14 Integrity of Unit Prices (OCT 1997). Paragraph (b) is deleted. This clause applies only if this contract exceeds \$100,000 and one or more supply items (as opposed to services) are being acquired under this contract.

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 3 of 13**

- (14) 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.
- (15) 52.215-18 Reversion or Adjustment of Plans For Postretirement Benefits (PBR) 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 from Buyer because of liabilities of Seller or Seller's subcontractors at any tier under this clause.
- (16) 52.215-19 Notification of Ownership Changes (OCT 1997). This clause only 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.
- (17) 52.219-8 Utilization of Small Business Concerns (OCT 2000)
- (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.
- (19) 52.222-1 Notice to the Government of Labor Disputes (FEB 1997).
- (20) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.
- (21) 52.222-21 Prohibition of Segregated Facilities (FEB 1999). This clause does not apply to work performed outside the United States by employees who were not recruited within the United States.
- (22) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11) only.]
- (23) 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 \$25,000 or more.

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 4 of 13**

- (24) 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000.
- (25) 52.222-37 Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies if the contract equals or exceeds \$25,000.
- (26) 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- (27) 52.227-1 Authorization and Consent (JUL 1995). This clause applies only if this contract exceeds \$100,000.
- (28) 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.
- (29) 52.227-14 Rights in Data General (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.
- (30) 52.227-23 Rights to Proposal Data (Technical) (JUN 1987). In this clause Government means United States of American Government. Rights obtained under this clause are obtained for the US Government.
- (31) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause applies only if clause 3050, 3051, 3066, or 3067, is incorporated in this contract. Add "Buyer and the" before "Contracting Officer" in paragraph (f).
- (32) 52.244-5 Competition in Subcontracting (DEC 1996).
- (33) 52.244-6 Subcontracts for Commercial Items (MAY 2002)
- (34) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989). FAR 52.245-2 is not applicable if this contract incorporates GP4; however, paragraphs (34.1) through (34.10) apply regardless of whether or not this contract incorporates GP4.
- (34.1) DEFINITIONS. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Boeing 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

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 5 of 13**

to the United States of America Government. References to an “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.

- (34.2) **DATE OF THE PRIME CONTRACT.** The date of prime contract NAS9-02098 is February 20, 2003.
- (34.3) **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.
- (34.4) **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 34.5 and 34.6 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 34.5 and 34.6.
- (34.5) **NO QUARTERLY SUBMISSION.** Quarterly submission is not required.
- (34.6) **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,

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 6 of 13**

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.

- (34.7) RESERVED.
- (34.8) 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.
- (34.9) 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.
- (34.10) 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 1852.245-80 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).
- (35) 52.246-24 Limitation of Liability - High Value Items (FEB 1997). This clause applies only if this contract exceeds \$100,000 and requires the delivery of supplies.
- (36) 52.246-4 Inspection of Supplies - Fixed Price (AUG 1996)

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 7 of 13**

- (37) 52.247-1, Commercial Bill of Lading Notations (APR 1984). This clause only applies to shipments made directly to the United States Government where the Buyer authorizes the supplies to be shipped on a commercial bill of lading.
- (38) 52.248-1 Value Engineering (FEB 2000) [excluding subparagraph (f)]. In paragraph (e), "45 calendar days" and "45-day" is changed to "120 calendar days" wherever it appears. This clause applies only if this contract is for \$100,000 or more. If a Value Engineering Change Proposal is accepted by the Government, unless a different figure is stated elsewhere in this agreement, the Seller's shall receive fifty percent (50%) of the award to the Buyer by the United States Government as a result of Seller's Value Engineering proposal. 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 and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

- (1) 18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2001). 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. In paragraph (c), NASA has not yet determined the time period that will be inserted in the "Within \_\_\_\_ days after contract award, the contractor shall submit for NASA approval an IT Security Plan" sentence in the prime contract. Please propose the appropriate number for your company as part of your quotation.
- (2) 18-52.211-70 Packaging, Handling, and Transportation (JUN 2000).
- (3) 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.
- (4) 18-52.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if this contract exceeds \$100,000 and Seller is not a Small Business Concern.
- (4.1) 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

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 8 of 13**

(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.

(4.2) 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.

(4.3) 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 .

(5) 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.

(6) 1852.223-73 Safety and Health Plan (APR 2002). This clause applies if the contract exceeds \$500,000.

(7) 1852.223-74 Drug and Alcohol Free Workplace (MAR 1996).

(8) 1852.223-75 Major Breach of Safety or Security (FEB 2002). In this clause, "Government investigation" shall mean "Government or Buyer investigation".



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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 9 of 13**

- (9) 1852.225-70 Export Licenses (FEB 2002)
  - (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) 18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993).
  - (12) 1852.228-76 Cross Waiver of Liability for Space Station Activities (DEC 1994). This clause applies only if this contract exceeds \$100,000.
  - (13) 1852.243-71 Shared Savings (MAR 1997). In paragraph (f) (2), "60 days" is changed to "120 calendar days" wherever it appears. Unless a different figure is stated elsewhere in this agreement, the Seller's shall receive fifty percent (50%) of the award to the Buyer by the United States Government as a result of Seller's Cost Reduction Proposal.
  - (14) 1852.245-80 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)
  - (15) 1852.246-73 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 April 1998.
  - (2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated April 1998.
  - (3) The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause 3065 is the version dated August 1992.
  - (4) The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause 3066 is the version dated April 1998.
  - (5) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3067 is the version dated April 1998.

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 10 of 13**

- (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) PRIME CONTRACT FLOWDOWN PROVISIONS

This contract may be amended to the extent necessary to incorporate additional provisions required to meet Buyer's obligations under the prime contract to which this order is charged. In the event that both (1) FAR 52.244-6, Subcontracts for Commercial Items (May 2002), is included in the prime contract and (2) all goods and services to be provided under this contract are "commercial items", as that term is defined in the Federal Acquisition Regulations, then Buyer's use of this clause is limited to additional provisions required to meet Buyer's obligations under the prime contract when acquiring "commercial items". Amendments imposed under the authority of this clause unilaterally by Buyer entitle Seller to request an equitable adjustment, as if they had been imposed under the Changes clause, and in accordance with Changes clause procedures on requesting an equitable adjustment. Seller may use the Disputes clause if Seller feels that Buyer used this clause to impose a amendment beyond the scope of this clause.

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

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 11 of 13**

- (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.
- (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.

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 12 of 13**

(g) SUPPORT FOR GOVERNMENT INSPECTION AND ACCEPTANCE (DD FORM 250) AT SOURCE

- (1) In the event of inspection (CQA) and/or acceptance requirements to be performed by the US Government at the Seller or a subcontractor of the Seller (e.g. direct shipment to NASA or delivery-in-place), Buyer shall prepare the DoD FAR Supplement 253.303-250 DD Form 250, Material Inspection and Receiving Report (DD Form 250) and furnish the prepared DD Form 250 to the Seller for presentation to the Buyer Source Inspection Representative or US Government Representative as directed by the Buyer.
- (2) Seller shall support Buyer's DD Form 250 preparation effort by promptly providing, upon request, the following information:
  - (A) Estimated date the shipment will be made available for buyer/government inspection,
  - (B) Cage Code and complete street address of the "shipped from" location,
  - (C) The Federal Stock Number (FSN), or non-catalog number and, if applicable, prefix or suffix, for each item. Other needed identification such as the manufacturer's name or Federal Supply Code (as published in Cataloging Handbook H4-1), and part number. The descriptive noun of the item nomenclature and, if provided, the Government-assigned management/material control code. In the case of equal-kind supply items, the description without regard to kind (e.g., "Resistor"). Size, quantity, and type information. Make, model, serial number, lot, batch, hazard indicator, and/or similar description,
  - (D) Estimated gross shipping weight in pounds, quantity of packages, and, if more than one package will be used, the package number and contents of each package,
  - (E) Any special handling instructions/limits for material environmental control (e.g., temperature, humidity, aging, freezing, and shock),
  - (F) Whether Government-furnished property (GFP) is included with or incorporated into each item,
  - (G) For items shipped with missing components, the FSN or comparable identification, Quantity , Estimated Value , and Authority, for each missing component, and

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

**Clause Number: 5054**  
**Effective: 08/06/2003**  
**Page: 13 of 13**

- (H) Whether each item is a component that was short on a prior shipment, and, for components that were short on a prior shipment, the date of the prior shipment.
- (3) The Seller shall enclose the Buyer specified number of copies of the Buyer furnished DD Form 250 in the lowest numbered package of the shipment or seal them in a waterproof envelope, which shall be securely attached to the exterior of the lowest numbered package of the shipment in the most protected location. If there is more than one package in the shipment, the Seller shall print the words "CONTAINS DD FORM 250" on the package containing the DD Form 250. (h) CHANGE IN PRIME CONTRACTOR [Written to implement NAS15-10000 clause H.72]
- (h) CHANGE IN PRIME CONTRACTOR [Written to implement NAS15-10000 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 both International Space Station prime contract NAS15-10000 and prime contract NAS9-02098, 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.