

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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NAS9-02099 INTERNATIONAL SPACE STATION (ISS)
PAYLOAD INTEGRATION CONTRACT

(a) FAR CLAUSES

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation with full force and effect, as if set out in full text, and apply to the extent indicated. Unless provided for elsewhere in this contract, in the event that FAR 52.244-6, Subcontracts for Commercial Items (May 2002), is included in the prime contract, only subparagraphs (24), (25), (26) and (41) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, "Contractor" and "Offeror" shall mean Seller, and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>,
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or
<http://farsite.hill.af.mil/>.

- (1) 52.203-3 Gratuities (APR 1984) [excluding subparagraph (c)(1)]. In paragraph (a), Government means United States of America Government or Buyer. In paragraphs (c) and (d), Governments 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. Boeing may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Boeing under the prime contract.
- (4) 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 Boeing's price or fee for violations of the Act by Seller or its subcontractors at any tier, Boeing may withhold or recover from Seller the amount of the reduction.
- (5) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
- (6) 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

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submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

- (7) 52.211-5 Material Requirements (AUG 2000).
- (8) 52.211-14 Notice of Priority Rating for National Defense Use (SEP 1990). "DO-C9 rated order" is inserted in the blank.
- (9) 52.211-15 Defense Priority and Allocation Requirements.
- (10) 52.215-2 Audit and Records (JUN 99) 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 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 only if this contract exceeds \$500,000.
- (12) 52-215-12 Subcontractor Cost or pricing Data (OCT 1997). This clause applies only if this contract exceeds \$500,000.
- (13) 52.215-14 Integrity of Unit Prices (OCT 1997). This clause applies only if this contract exceeds \$100,000.
- (14) 52.215-15 Pension Adjustments and Asset Reversions (OCT 1997). This clause applies only if this contract exceeds \$500,000.
- (15) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (OCT1997). 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 its subcontractors under this clause.
- (16) 52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

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- (17) 52.216-7 Allowable Cost and Payment (FEB 2002). This clause only applies if the contract is a cost reimbursement contract using GP4 as the general provisions.
- (18) 52.219-8 Utilization of Small Business Concerns (OCT 2000). This clause applies only if this contract exceeds \$100,000. In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (19) 52.219-9 Small Business Subcontracting Plan (JAN 2002) (Alternate II) (OCT 2001). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business Concern. In paragraph (c), "Contracting Officer" shall mean Buyer. In accordance with FAR 19.708 (a) (2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia and the Commonwealth of Puerto Rico.
- (20) 52.222-1 Notice to the Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean "Buyer".
- (21) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Boeing may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Boeing because of liabilities of Seller or its subcontractors under this clause.
- (22) 52.222-19 Child Labor - Cooperation with Authorities and Remedies (DEC 2001). This clause applies if this contract exceeds \$2,500. Rights of investigation are granted to, and limited to, United States of America Government agencies, departments, bureaus, and instrumentalities.
- (23) 52.222-21 Prohibition of Segregated Facilities (FEB 1999).
- (24) 52.222-24 Preward On-Site Equal Opportunity Compliance Evaluation (FEB 1999).
- (25) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11) only]. In accordance with FAR 22.807(b)(2), this clause does not apply to work performed outside the United States by employees who were not recruited within the United States. In accordance with FAR 22.801, United States means the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

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- (26) 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 exceeds \$10,000. In accordance with FAR 22.1408(a)(1)(i), this clause does not apply to work performed outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam.
- (27) 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.1408(a)(1), this clause does not apply to work performed outside the United States by employees recruited outside of the United States. United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands and Wake Island.
- (28) 52.222-37 Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans. (DEC 2001). This clause applies only if this contract exceeds \$10,000.
- (29) 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989). This clause applies if this contract exceeds \$2,500 and if the principal purpose is the furnishing of services.
- (30) 52.225-1 Buy American Act - Supplies (MAY 2002).
- (31) 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2002).
- (32) 52.226-1 Utilization of Indian Organizations and Indian-owned Economic Enterprises (JUN 2000).
- (33) 52.227-1 Authorization and Consent (JUL 1995) (Alternate I) (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (34) 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.
- (35) 52.227-14 Rights in Data - General (JUN 1987) as modified by NASA FAR Supplement 1852.227-14 Rights In Data--General (OCT 1995). This clause applies only if data will be produced, furnished, or acquired under this contract.
- (36) 52.230-2 Cost Accounting Standards (APR 1998) (If the Seller is eligible for modified coverage, and desires to request modified coverage, the Seller should submit a certification to that effect.) This clause does not apply to small businesses, to educational institutions, or to United Kingdom

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contractors where the work is to be performed substantially in the United Kingdom.

- (37) 52.230-4 Consistency in Cost Accounting Practices (AUG 1992). This clause applies to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.
- (38) 52.230-5 Cost Accounting Standards - Educational Institutions (APR 1998). This clause applies to educational institutions.
- (39) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause does not apply to small businesses or to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.
- (40) 52.242-13 Bankruptcy (JUL 1995).
- (41) 52.244-5 Competition in Subcontracting (DEC 1996). This clause applies only if this contract exceeds \$100,000.
- (42) 52.244-6 Subcontracts for Commercial Items (MAY 2002).
- (43) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989). If the contract is cost reimbursement utilizing GP4 or time-and-material or labor-hour utilizing GP3, then FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) is substituted for this clause and paragraph (g) of FAR 52.245-5 is revised to read as follows:

(g) Risk of Loss. Seller, upon the delivery to it or acquisition by it of any Government property, assumes the risk of and shall be responsible for all loss thereof or damage thereto. When such property is no longer needed for the performance of this contract, or at such other time as may be directed by Buyer pursuant to paragraph (i) of this clause, Seller shall return such property to Buyer or the Government, as applicable, in as good condition as when received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of work hereunder.

(43.1) DEFINITIONS. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Boeing furnished and Government-furnished property and all references to title passing to or vesting in the Government shall refer 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 Boeing's Authorized Purchasing Representative and Government shall mean Boeing except as stated above.

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- (43.2) **DATE OF THE PRIME CONTRACT.** The date of this prime contract is to be determined; you may assume it is August 8, 2002 for pricing purposes.
- (43.3) **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.
- (43.4) **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 an annual basis. Report Government-Owned/Contractor-Held Property, in accordance with the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below.
- (43.4.1) The Seller shall submit annually the requested data, in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, prior to October 15 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3.
- (43.4.2) 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.
- (42.4.3) 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

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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.

(43.5) 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).

(44) 52.245-18 Special Test Equipment (FEB 1993).

(45) 52.247-1 Commercial Bill of Lading Notations (APR 1984).

(46) 52.247-63 Preference for U.S. Flag Air Carriers (JAN 1997).

(47) 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997).

(48) 52.248-1 Value Engineering (FEB 2000) [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

(b) NASA FAR SUPPLEMENT CLAUSES

The following contract clauses are incorporated by reference from the national Aeronautics and Space Administration Federal Acquisition Regulation Supplement with full force and effect, as if set forth in full text, and apply to the extent indicated. Unless provided for elsewhere in this contract, in the event that FAR 52.244-6, Subcontracts for Commercial Items (May 2000), is included in the prime contract, only subparagraphs (8), (10) and (11) of this paragraph (b) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless

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otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, and "Contractor" and "Offeror" shall mean Seller, and all reference to "disputes", the "disputes clause" or the "Contract Disputes Act" shall be references to the Disputes of the General Provisions of this contract. The full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> , <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm> , or <http://farsite.hill.af.mil/>.

- (1) 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2001). "Within 50 days" is inserted in paragraph (c).
- (2) 1852.208-81 Restrictions on Printing and Duplicating (OCT 2001).
- (3) 1852.219-74 Use of Rural Area Small Businesses (SEP 1990).
- (4) 1852.219.76 NASA 8 Percent Goal (JUL 1997). This clause applies only if this contract exceeds \$100,000 and Seller is not a Small business Concern. In accordance with NASA FAR Supplement 1819.7003, this clause does not apply when the contract, together with all its subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Trust Territory of the Pacific Islands.
- (5) 1852.223-70 Safety and Health (APR 2002).
- (6) 1852.223-74 Drug- and Alcohol-Free Workforce (MAR 1996).
- (7) 1852.223-75 Major Breach of Safety or Security (FEB 2002). In this clause, "Government Investigation" shall mean Government or Buyer Investigation".
- (8) 1852.227-14 Rights in Data - Modification (OCT 1995). Modifies FAR 52.227-14, Rights in Data -- General (JUN 1987). This clause applies only if data will be produced, furnished, or acquired under this contract.
- (9) 1852.227-70 New Technology (NOV 1998).
- (10) 1852.228-72 Cross Waiver of Liability for Space Shuttle Services (SEPT 1993).
- (11) 1852.228-76 Cross Waiver of Liability for Space Station Activities (DEC 1994).
- (12) 1852.242-76 Modified Cost Performance Report (MAR 1999).
- (13) 1852.242-78 Emergency Medical Services and Evacuation (APR 2001).

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- (c) Prime Contract H.3 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (JUN 2001).

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value, is 8% percent, including options. The small business percentage goal, (8% percent), includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns

4% percent Woman-Owned Small Business Concerns

4% percent HUBZone Small Business Concerns

1% percent Veteran-Owned Small Business Concern

1% percent Service Disabled Veteran-Owned Small Business

0.5% percent HBCU's (includes other minority institutions)

0.015% percent

- (d) Prime Contract H.4 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91) (FEB 2001)

(a) NASA may find it necessary to release Seller information submitted by the Buyer, either in response to this solicitation or 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 submission of this proposal, or signature on this contract or other contracts, the Seller hereby consents to a limited release of its confidential business information (CBI) by NASA.

(b) Possible circumstances where the Agency may release the Seller's CBI include, but are not limited to, 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 evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award

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audit support and specialized technical support to NASA's technical evaluation panels;

- (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 both the Buyer and the Seller 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 (b) (1) or (b) (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 Seller 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 confidential business information by the subcontractor.
- (e) PRIME CONTRACT FLOWDOWN PROVISIONS (Houston 09/24/2002)

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) RESERVED
- (g) RESERVED
- (h) RESERVED
- (i) RESERVED

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- (j) RESERVED
- (k) SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75) (MAY 1999)
 - (a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.
 - (b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.
- (l) G.12 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (DEC 1999) This clause applies if hazardous materials will be utilized on-site at any United States Government facility.
 - (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.

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- (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 F 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.
- (m) G.13 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (MAY 1993) This clause applies if Seller's employees, subcontractors or agents will be on-site at the Johnson Space Center.

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.