

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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NAS3-02204
NUCLEAR ELECTRIC PROPULSION-BRAYTON CYCLE

- (a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for otherwise elsewhere in this contract, the only FAR clauses applicable to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1, are the clauses listed in FAR 52.244-6 below. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.
- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)
 - (2) 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 its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
 - (3) 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.
 - (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 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.
 - (5) 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.
 - (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 submit any disclosure required (with written notice to Buyer) 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."
 - (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

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- (8) 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.
- (9) 52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this 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."
- (10) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this 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."
- (11) 52.215-14 Integrity of Unit Prices (OCT 1997) [excluding paragraph (b)]
- (12) 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 its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (13) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (14) 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. "Contracting Officer" shall mean Buyer.

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- (15) 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in subparagraph (a).
- (16) 52.219-8 Utilization of Small Business Concerns (OCT 2000)
- (17) 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.
- (18) 52.222-1 Notice to the Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.
- (19) 52.222-2 Payment of Overtime Premiums (JUL 1990). The word "zero" is inserted in the blank space indicated by an asterisk.
- (20) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- (21) 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- (22) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11)]
- (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 exceeds \$25,000.
- (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 Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.
- (26) 52.223-14 Toxic Chemical Release Reporting (OCT 2000) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 2.
- (27) 52.225-1 Buy American Act – Supplies (MAY 2002)
- (28) 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- (29) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)

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- (30) 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.
- (31) 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (JUN 1997). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business or nonprofit organization.
- (32) 52.227-12 Patent Rights – Retention by the Contractor (Long Form) (JAN 1997). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business or nonprofit organization.
- (33) 52.227-14 Rights in Data -- General (JUN 1987) and Alternate II (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.
- (34) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause applies only if clause 3050 or 3051 is incorporated in this contract. Add "Buyer and the" before "Contracting Officer" in paragraph (f).
- (35) 52.242-15 Stop-Work Order (AUG 1989) ALT I (APR 1984)
- (36) 52.244-5 Competition in Subcontracting (DEC 1996)
- (37) 52.244-6 Subcontracts for Commercial Items (MAY 2002)
- (38) 52.245-2 Government Property (DEC 1989)
- (b) 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) 18-52.208-81 Restrictions on Printing and Duplicating (AUG 1993).
 - (2) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.
 - (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 Seller is not a small business.

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- (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) 18-52.223-74 Drug- and Alcohol-Free Workplace (MAR 1996). This clause applies only if work is performed by an employee in a sensitive position, except if this contract is for commercial items.
 - (7) 18-52.223-75 Major Breach of Safety or Security (FEB 2002)
 - (8) 18-52.225-70 Export Licenses (FEB 2000).
 - (9) 18-52.227-70 New Technology (MAY 2002). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business or nonprofit organization.
 - (10) 18-52.235-70 Center for Aerospace Information (JUL 2000)
 - (11) 18-52.242-73 NASA Contractor Financial Management Reporting (JUL 2000). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.
 - (12) 18-52.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.
 - (13) 18-52.245-70 Acquisition of Centrally Reportable Equipment (JUL 1997) [excluding paragraph (b)(3)]. "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.
 - (14) 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (AUG 2001). Seller will submit annual reports to Buyer no later than October 15.
- (c) New Technology Reports (if either clause FAR 52.227-11, Patent Rights—Retention By The Contractor (Short Form), or clause NFS 1852.227-70, New Technology, is applicable to this contract). Seller shall disclose new technology discovered under this purchase contract as it occurs, using NASA Form 1679. The Final New Technology Report shall be submitted on Form C-3041. Final payment may be withheld pending receipt/approval of the Final Technology Report
- (d) Small Business Reports

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If this purchase contract includes FAR 52.219-9, quarterly and annual Small Business Subcontracting Reports (SF294 and SF295) are required.

- (e) Limited Release of Seller Confidential Business Information (CBI) (GRC 52.203-91) (OCT 2000).
- (1) NASA may find it necessary to release information submitted by Seller, either in response to NASA's solicitation to Buyer or NASA's contract to Buyer, 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 its proposal to Buyer, or acceptance of the related purchase contract from Buyer, Seller hereby consents to a limited release of its confidential business information by Buyer to NASA and by NASA as indicated above.
 - (2) Possible circumstances where the Agency may release Seller's CBI include, but are not limited to, the following:
 - (A) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post-award audit support and specialized technical support to NASA's technical evaluation panels;
 - (B) To NASA contractors and subcontractors, and their employees engaged in information system analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.
 - (3) NASA recognizes its obligation to protect Seller from competitive harm that could result from the release of such information to a competitor. Except as otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (2) (A) and (2) (B) above only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.
 - (4) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.
 - (5) Seller agrees to insert this clause, including this paragraph (5), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

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(f) Rights To Proposal Data (Technical) (FA-23) (JUN 1987)

Except for data contained in pages which are labeled as proprietary, it is agreed that as a condition of the award of a subcontract from Buyer to Seller that, and notwithstanding the conditions of any notice appearing on said page, the Government shall have unlimited rights (as defined in the "Rights In Data—General) clause contained in this purchase contract, in and to the data contained in Seller's proposal to Buyer upon which Buyer's contract with the Government is based.