

CUSTOMER CONTRACT REQUIREMENTS
Task Engineering Services
CUSTOMER CONTRACT 1576274

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government Basic (JUL 1995), Alternate I (OCT 1995) . This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii)\$150,000 is included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

52.203-7 Anti-Kickback Procedures (OCT 2010). 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. This clause, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly 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."

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). This clause applies to contacts that exceed \$150,000 where Seller's employees will perform acquisition functions closely associated with inherently governmental functions, as defined in paragraph (a) of the clause. The term "Contracting Officer" means "Buyer." In paragraph (a) (1) "Contractor" means "Seller." In paragraph (a)(2) "subcontractor" means "Seller" and "Contractor" means "Buyer" if Seller is a self-employed individual.

52.204-2 Security Requirements (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled

information system.

52.208-8 Required Sources for Helium and Helium Usage Data (APR 2002). This clause only applies if helium is required.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (OCT 2010). This clause applies only if this contract exceeds \$150,000 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. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. 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."

52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. 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 "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (OCT 2010). This clause applies except for contracts at or below \$150,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.219-8 Utilization of Small Business Concerns (JAN 2011).

52.219-9 Small-Business Subcontracting Plan (JAN 2011). This clause applies only if this contract exceeds \$650,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) the prime contract number is NNN12AA01C; (2) Buyer's DUNS number is 928989730, and (3) the email address of the Buyer's official responsible for acknowledging receipt of or rejecting ISR reports is (contact Buyer's Authorized Procurement Representative.)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997). The terms "Contracting Officer" shall mean Buyer.

52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 2005). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (SEP 2010). This clause applies if this contract is \$100,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-41 Service Contract Act of 1965 (NOV 2007). This clause applies only if this contract is subject to the Act. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007).

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-11 Ozone Depleting Substances (MAY 2001).

52.223-15 Energy Efficiency In Energy-Consuming Products (DEC 2007).

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).

52.224-2 Privacy Act (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

52.225-1 Buy American Act- Supplies (FEB 2009). This clause applies if the Work contains other than domestic components. The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c).

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.227-1 Authorization and Consent (Dec 2007) Alternate I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government shall be sent to Buyer.

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007).

52.227-11 Patent Rights -- Ownership by the Contractor (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.227-11 Patent Rights - Ownership by the Contractor as modified by NASA FAR Supplement 1852.227-11 (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business concern or nonprofit organization.

52.227-14 Rights in Data--General (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-14 Rights in Data--General Alternate II (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-14 Rights in Data--General Alternate III (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-14 Rights in Data--General Alternate IV (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

52.227-17 Rights in Data-Special Works (DEC 2007).

52.227-18 Rights in Data-Existing Works (DEC 2007).

52.227-19 Commercial Computer Software License (DEC 2007).

52.227-21 Technical Data Declaration, Revision, and Withholding of Payments-Major Systems (DEC 2007). The term "Contracting Officer" shall mean "Buyer." In paragraph (b) (2), the term "Government" shall mean "Buyer."

52.229-8 Taxes-Foreign Cost Reimbursement Contracts (MAR 1990).

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

52.244-6 Subcontracts for Commercial Items (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels Alternate I (APR 2003). . In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

52.247-67 Submission of Transportation documents for Audit (FEB 2006). This clause applies if the contract is a cost-reimbursement contract. Paragraph (a) (2) is deleted. Documents shall be submitted to Buyer as specified elsewhere in this contract.

2. NASA FAR Supplement Clauses NASA Contracts. 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" means Seller.

1852.208-81 Restrictions on Printing and Duplicating (NOV 2004).

1852.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

1852.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies if FAR 52.219-9 is included in this contract.

1852.223-71 Frequency Authorization (DEC 1988). This clause applies only if this contract requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.

1852.223-74 Drug-and Alcohol-Free Workforce (MAR 1996). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

1852.223-75 Major Breach of Safety or Security (FEB 2002). This clause applies if this contract exceeds \$500,000. "Government" shall mean "Government or Buyer". "Contracting Officer" shall mean "Buyer".

1852.225-70 Export Licenses (FEB 2000).

1852.225-70 Export Licenses Alternate I (FEB 2000).

1852.227-11 Patent Rights--Retention by the Contractor (Short Form) .

1852.227-70 New Technology (MAY 2002). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization..

1852.227-85 Invention Reporting and Rights -- Foreign (APR 1986). This clause only applies if this Contract is for experimental, developmental, or research work.

1852.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993).

1852.228-76 Cross-Waiver of Liability for Space Station Activities (DEC 1994).

1852.228-78 Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (SEP 1993).

1852.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.

1852.245-72 Liability for Government Property Furnished for Repair or Other Services (JAN 2011).

3. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Section 1 above are deleted and the following FAR clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (DEC 2010). Required in solicitations and contracts exceeding the simplified acquisition threshold.

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.244-6 Subcontracts for Commercial Items (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

4. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

1. Compliance with The Americans With Disabilities Act

Work performed outside the United States is exempt from the requirements of this clause.

- (a) Seller agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12101, et. seq.) and all implementing regulations.
- (b) Seller agrees that it will be responsible to the Government, Buyer's customer, and Buyer for, and will indemnify and hold harmless the Government, Buyer's Customer, and Buyer, its trustees, officers, and employees from any loss, cost, damage, expense or liability or suit therefore, by reason of actual or alleged property damage or personal injury of whatever kind or character, arising out of, or in connection with performance of the requirements of Paragraph (a) above by Seller or any of its lower-tier subcontracts, however the same may be caused, excepting only such loss, cost, damage, expense or liability attributable to the sole or contributory active negligence of the Government, Buyer's customer, and Buyer, its trustees, officers, or employees.
- (c) Seller agrees to insert this provision, including this Paragraph (c), in all lower-tier subcontracts and purchase orders hereunder.

2. Electrical Equipment Acquisition

This clause applies if the Contract involves the acquisition of off-the-shelf electrical equipment for delivery to or use by Buyer or Buyer's customer.

The electrical equipment being provided by Seller under this Contract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association, or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to Seller at Seller's expense. Seller agrees to require lower-tier subcontractors, if any, which supply electrical equipment for delivery to or use by Buyer or Buyer's customer, or its designees to comply with this clause.

3. Equal Opportunity

Seller and lower-tier subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-

741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4. Equipment (Excluding Vehicles), Tools, and Material (Personnel in Residence at JPL)

This clause applies if Seller or a lower-tier subcontractor's work will be performed at a JPL-controlled facility, and tools, equipment, or materials will be issued to Seller or Seller's subcontractor's personnel by JPL.

- (a) Seller personnel will not bring work Items, i.e., tools, equipment (for example, personal computers and printers), or material, upon the premises while working at a JPL-controlled facility. JPL will provide those Items necessary for performance of work at a JPL-controlled facility, and such Items shall not be removed from the premises unless removal from JPL premises is specifically authorized by the JPL Logistics and Material Services Section Manager or a designated representative. Items so provided shall not be considered "Government-Furnished Property," and will not be subject to the "Government Property" clause of this Contract, but will be issued to individual Seller or Seller's subcontractor personnel. Seller or Seller subcontractor personnel will be held to the same standards of conduct regarding such Items as JPL employees:
 - (1) Seller personnel shall promptly notify their supervisor or the Cognizant JPL Technical Representative of any loss, damage, or destruction of Items issued to them.
 - (2) Seller will be held liable for any loss, damage, or destruction of such Items resulting from gross negligence, willful misconduct, and unlawful appropriation by its personnel for personal use or benefit, or use for other than JPL business on the part of its personnel.
- (b) Seller agrees to inform its personnel who may work at a JPL-controlled facility of this procedure and of their responsibilities. JPL will advise Seller promptly upon determining that any Seller personnel have failed to return or satisfactorily account for any Item issued to such personnel. Seller agrees that Buyer may withhold from any monies due or to become due Seller under this Contract, or to otherwise reimburse JPL, the value of any Items issued to Seller personnel and neither returned nor satisfactorily accounted for upon completion of work under this Contract or when so requested by JPL.

5. Government-Furnished Computer Software and Related Technical Data

This clause applies if Government-Furnished Computer Software and/or Related Technical Data will be furnished to Seller or a lower-tier subcontractor.

- (a) *Definitions.* As used in this clause—

“Government-furnished computer software” or “GFCS” means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or Government purpose license rights thereto; and (2) subsequently furnished to Seller for performance of the Contract.

“Computer software,” “data” and “technical data” have the meaning provided in the Federal Acquisition Regulation (FAR) Subpart 2.1- “Definitions,” and the “Rights in Data—General” clause (FAR 52.227-14).

- (b) The Government through Buyer will furnish to Seller the GFCS described in this Contract or in writing by the Government through Buyer. The Government through Buyer will furnish related technical data needed for the intended use of the GFCS.
- (c) Use of GFCS and related technical data. Seller shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this Contract unless otherwise provided for in this Contract or approved by Buyer.
 - (1) Seller shall not, without the express written permission of the Contracting Officer through Buyer, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this Contract.
 - (2) Seller shall not modify or enhance the GFCS except as required pursuant to the performance of work under this Contract. If the GFCS is modified or enhanced pursuant to this Contract, Seller shall provide to Buyer the complete source code, if any, of the modified or enhanced GFCS.

- (3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this Contract shall be defined by the FAR “Rights in Data-General” clause.
 - (4) Seller may provide the GFCS, and any modified or enhanced versions thereof, to lower-tier subcontractors as required for the performance of work under this Contract. Before release of the GFCS, and any modified or enhanced versions thereof, to such Subcontractors (at any tier), Seller shall insert, or require the insertion of, this clause, including this Paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Subcontractor or Seller, “Lower-Tier Subcontractor” is substituted for the Subcontractor so that the lower-tier subcontractor has all rights and obligations of the Subcontractor in the clause.
- (d) Buyer may by written notice, at any time—
- (1) Increase or decrease the amount of GFCS under this Contract;
 - (2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Seller for Buyer under this Contract;
 - (3) Withdraw authority to use the GFCS or related technical data; or
 - (4) Instruct Seller to return or dispose of the GFCS and related technical data.
- (e) *Title to or license rights in GFCS.* The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to Buyer’s customer or Buyer.
- (f) *Waiver of Claims and Indemnification.* Seller agrees to waive any and all claims against Buyer, Buyer’s customer, and the Government, and shall indemnify and hold harmless the agents of the Government, Buyer’s Customer, and Buyer, and their employees from every claim or liability, including attorney’s fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by Seller or by any person to whom the Seller has, without authorization, released or disclosed such GFCS or related technical data. Buyer, Buyer’s Customer, and the Government make no warranty with respect to the serviceability and/or suitability of the GFCS for Contract performance. In addition, equitable adjustments shall be made in accordance with the procedures of the “Changes” clause in the event of a delivery of Government-furnished computer software to Seller in a condition not suitable for its intended use.

6. Handling, Protection, and Release of Restricted Information

- (a) Handling and Protection of Restricted Information
- (1) Definition. “Restricted information,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:
 - (i) Limited rights data;
 - (ii) Restricted computer software;
 - (iii) Information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;
 - (iv) Information designated by the U.S. Government as Sensitive But Unclassified (SBU);
 - (v) Information that is marked JPL/Caltech Proprietary, Boeing Proprietary, Proposal Sensitive or Business Discreet;
 - (vi) Design information or guidance as may be embodied in or derived from computer-aided engineering,

computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and

(vii) Information obtained directly from Buyer or Buyer's Customer's electronic resources, such as computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.

(2) Restrictions on use and disclosure of restricted information. With regard to any restricted information to which Seller is given access, by or on behalf of NASA Buyer's Customer, or Buyer, in performance of this Contract that is either marked with a restrictive legend indicating that use and disclosure of the information is restricted or is specifically identified in this Contract or in writing by Buyer as being subject to this clause, Seller agrees to:

(i) Use such restricted information only for the purposes of performing the services specified in this Contract;

(ii) Safeguard the restricted information from unauthorized use and disclosure;

(iii) Allow access to the restricted information only to those employees and lower-tier subcontractors that need it to perform services under this Contract;

(iv) Preclude access and disclosure of the restricted information to persons and entities outside of Seller' or its lower-tier subcontractor's organization(s);

(v) Inform employees who may require access to the restricted information about obligations to use it only to perform the services specified in this Contract and to safeguard it from unauthorized use and disclosure;

(vi) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause;

(vii) Return or dispose of the restricted information, as Buyer may direct, when the restricted information is no longer needed for performance of work under this Contract; and

(viii) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.

(3) Exceptions

(i) The obligations and prohibitions of Paragraph 5. (a)(2) do not apply to restricted information which Seller can demonstrate to Buyer-

- (a) Was publicly available at the time of receipt by Seller or thereafter becomes publicly available without breach of this Contract;
- (b) Was known to, in the possession of, or developed by or for the Seller independently of the restricted information received from Buyer, and such knowledge, possession, or independent development can be shown;
- (c) Was received by Seller from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require Seller to hold it in confidence; or
- (d) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner's control, or with the prior written approval of the owner.

(ii) Under a valid order of a court or Government agency, Seller may release restricted information to which Seller is given access by or on behalf of NASA Buyer's Customer, or Buyer in performance of this Contract, provided that Seller provides prior written notice to the owner of the restricted information of such obligation

and the opportunity to oppose such disclosure. Seller shall provide a copy of the notice to Buyer.

- (4) In the event that restricted information provided to Seller by or on behalf of NASA Buyer's Customer, or Buyer, includes a restrictive legend that Seller deems to be ambiguous or unauthorized, Seller must notify Buyer of such condition. Notwithstanding such a notification, as long as the restrictive legend provides an indication that a restriction on use or disclosure was intended, Seller will treat the restricted information pursuant to the requirements of this clause unless otherwise directed in writing by Buyer or the owner of the restricted information.
 - (5) Other Contractual restrictions on restricted information. This clause is subordinate to all other Government clauses or requirements that specifically address the access, use, handling, protection or disclosure of information. If any restrictions or authorizations in this clause are inconsistent with a requirement of any other Government clause of this Contract, the requirement of the other clause shall take precedence over the requirement of this clause. Third party limited rights data and restricted computer software will be provided under this Contract only as authorized by the clause at 52.227-14, Rights in Data—General, Alternates II and III (as modified by 1852.227-14, if applicable). If Seller believes there is a conflict between this clause and another clause in this Contract regarding the access, use, handling, protection or disclosure of restricted information, Seller must consult with Buyer before taking subsequent actions under the other clause.
 - (6) Buyer may require Seller to demonstrate how it is complying with this Handling and Protection of Restricted Information clause.
 - (7) Remedies. Recognizing that this Contract establishes a high standard of accountability and trust, Seller's breach of any of the conditions of this clause may provide grounds for the Government, Buyer's Customer or Buyer to pursue such remedies as may be permitted by law, regulation, or this Contract. Unauthorized uses or disclosures of sensitive information may result in termination of this Contract for default, in addition to any other rights and remedies available by law to the Government, Buyer's customer, or Buyer, or other provider of sensitive information.
 - (8) Unless otherwise specifically provided in this Contract, no warranty, express or implied, including without limitation any warranty of accuracy, utility, merchantability or of fitness for a particular purpose, is provided hereunder for any of the disclosed sensitive information.
 - (9) Seller's obligations under this clause shall survive the expiration or termination of this Subcontract.
- (b) Release of Restricted Information
- (1) Definition. "Restricted information," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:
 - (i) Limited rights data;
 - (ii) Restricted computer software;
 - (iii) Information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;
 - (iv) Information designated by the U.S. Government as Sensitive But Unclassified (SBU).
 - (v) Information that is marked JPL/Caltech Proprietary, Boeing Proprietary, Proposal Sensitive or Business Discreet;
 - (vi) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and
 - (vii) Information obtained directly from Buyer's Customer or Buyer's electronic resources, such as

computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.

- (2) Seller, as well as their lower-tier subcontractors and their individual employees, may require access to restricted information in the Buyer's Customer or Buyer's possession. Seller agrees that, where needed for the performance of a subcontract, Buyer may release to Seller and to any of its lower-tier subcontractors, restricted information delivered during the course of this Contract. Additionally, offerors agree that restricted information submitted with their proposals may be provided to Buyer's Customer's service subcontractors that assist Buyer's Customer with subcontract closeout. If suitably marked with a legend indicating that use and disclosure of restricted information is restricted or if the information falls under Paragraph (b)(1)(vi) or Paragraph (b)(1)(vii), such restricted information will be subject to the enumerated protections mandated by this clause. Seller's limited rights data and restricted computer software will be provided to other Buyer's Customer's or Buyer's subcontractors or their lower-tier subcontractors only as authorized by the clause at 52.227-14, Rights in Data-General, Alternates II and III (as modified by 1852.227-14, if applicable).
- (3) Unless Buyer decides that reasonable grounds exist to challenge the markings, NASA, Buyer's Customer, Buyer, Seller and its lower-tier subcontractors, shall comply with all of the safeguards contained in Paragraph (b)(4) and Paragraph (a) of this clause.
- (4) To receive access to restricted information needed to assist NASA, Buyer's Customer, and Buyer in accomplishing NASA mission activities and management and administrative functions, Seller and lower-tier subcontractors must be operating under a subcontract that contains this clause, which obligates the Seller or lower-tier subcontractor, with respect to restricted information marked with a legend indicating that use and disclosure of the information is restricted, to do the following:
 - (i) Use such restricted information only for the purpose of performing the services specified in its Contract;
 - (ii) Safeguard such restricted information from unauthorized use and disclosure;
 - (iii) Allow access to such restricted information only to those employees and subcontractors that need it to perform services under the subcontract;
 - (iv) Preclude access and disclosure of such restricted information to persons and entities outside of Seller's or its lower-tier subcontractor's organization(s);
 - (v) Inform employees who may require access to such restricted information about obligations to use it only to perform the services specified in its Contract and to safeguard it from unauthorized use and disclosure;
 - (vi) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause; and
 - (vii) Return or dispose of such restricted information, as Buyer may direct, when the restricted information is no longer needed for performance of work under the Contract.
 - (viii) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.
- (5) Exceptions. The obligations and prohibitions of Paragraph 5. (b) (4) of this clause do not apply to restricted information which Seller/the receiving subcontractor can demonstrate to Buyer-
 - (i) Was publicly available at the time of receipt by Seller/the receiving subcontractor or thereafter becomes publicly available without breach of this Contract;
 - (ii) Was known to, in the possession of, or developed by or for Seller/the receiving subcontractor independently of the restricted information received from the Government, Buyer's Customer, or Buyer, and such knowledge, possession, or independent development can be shown;
 - (iii) Was received by Seller/the receiving subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the receiving

subcontractor to hold it in confidence;

(iv) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner's control, or with the prior written approval of the owner; or

(v) Is required to be released under a valid order of a court or Government agency, provided that Seller/the subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure.

(6) Seller or Seller subcontractor personnel requiring privileged access or limited privileged access to Buyer, Buyer's Customer, or NASA information technology systems that contain restricted information and that are the primary responsibility of another Subcontractor are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to Buyer's Customer or NASA missions. Buyer may allow Seller to conduct its own screening, provided Seller employs substantially equivalent screening procedures.

(7) This clause does not affect Buyer or Buyer's Customer's rights or NASA's responsibilities under the Freedom of Information Act.

(c) Lower-Tier Subcontracts

Seller shall insert, or require the insertion of Paragraphs (a) and (b) of this clause, including this Paragraph (c), suitably modified to reflect the relationship of the parties, in all lower-tier subcontracts (regardless of tier).

7. Insurance –Liability to Third Persons

This clause applies in addition to the requirements in the General Provision, if applicable.

- (a) This clause is applicable if Seller's Contract or Seller's lower-tier subcontracts require work which occurs at the Jet Propulsion Laboratory Facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL.
- (b) Indemnification for Injuries on Premises Under the Control of JPL. Paragraphs (b),(c) and (d) of this clause are applicable as to any injuries at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL when such injuries arise out of or in connection with the performance of work hereunder by Seller or any of its lower-tier subcontractors. Paragraphs (b), (c) and (d) are not applicable to work which is not performed at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California nor premises not under the control of JPL.
- (c) Indemnification. If any injury occurs on the premises under the control of JPL, Seller agrees that it will be responsible to the Government, Buyer, and JPL for, and will indemnify, immediately defend and hold harmless the Government, Buyer, and JPL, its trustees, agents, officers, and employees, from any loss, cost, damage, expense or liability, including attorney's fees, or any suit therefore, by reason of actual or alleged claims of any kind, including, but not limited to, property damage or personal injury of whatever kind or character, arising out of or in connection with the performance of work hereunder by Seller or any of its lower-tier subcontractors, however caused, including any resulting from any alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, but excepting only a duty to indemnify to the extent such loss, cost, damage expense or liability is attributable to the sole negligence or willful misconduct of the Government, Buyer, or of JPL, its trustees, agents, officers or employees.
- (d) Lower-tier subcontractors. Seller shall insert the substance of this clause in lower-tier subcontracts under this Contract, if the lower-tier subcontract requires work which occur at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL. At least five days before entry of each such lower-tier subcontractor's personnel on the Government installation or JPL-controlled premises, Seller shall furnish (or ensure that there has been furnished) to JPL a current certificate of insurance meeting the requirements of Paragraph (e) below, for each such lower-tier subcontractor.

- (e) Insurance Certificates and Endorsements. Before commencing work under this Contract, Seller shall furnish (i) certificates of insurance for the coverages specified in paragraph (f) below, and (ii) an additional insured endorsement naming Buyer and Buyer's Customer as an additional insured to the Contract for the coverage specified in paragraph (f) below. Such certificates and the endorsement shall provide that any cancellation or material change in the insurance policies shall not be effective (i) for such period as the laws of the State in which this Contract is to be performed prescribe, or (ii) until 30 days after the insurer or Seller gives written notice to Buyer, whichever period is longer. Also, such certificates and the endorsement shall (i) cover contractual liability assumed under this Contract, and (ii) be primary and non-contributing to any insurance procured by Buyer or Buyer's Customer. Seller agrees to permit Buyer and Buyer's Customer to examine its original policies, should Buyer or Buyer's Customer so request.
- (f) Seller shall provide and maintain the following insurance with respect to performance under this Contract.
 - (i) Workers' Compensation and Employer's Liability Insurance, as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the Employer's Liability section of the insurance policy, except when Contract operations are so commingled with the Seller's commercial operations that it would not be practical. The Employer's Liability coverage shall be at least \$2,000,000, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. However, the Seller in fulfillment of its obligation to provide Workers' Compensation Insurance may maintain a self-insurance program if the Seller is qualified pursuant to statutory authority to do so.
 - (ii) Comprehensive Liability Insurance, including automobiles (owned, non-owned, and leased), completed operations, products, and Contractual Liability Insurance specifically covering all liability assumed under this Contract. Such insurance shall be written for a combined single limit of not less than \$2,000,000 for all deaths, injuries, and property damage arising from any accident or occurrence.
 - (iii) Such other insurance as JPL may from time to time require.

8. Lower –Tier Subcontracts

- (a) Seller agrees that no lower-tier subcontract placed under this Contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type lower-tier subcontracts shall not exceed the fee limitations in Part 15.404 of FAR and any corresponding implementing or supplementing clauses in the NFS, unless approved by Buyer.

9. Prohibition of Subcontractor Use of Privately Owned Aircraft in Contract Performance

Seller, its employees, agents and lower-tier subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Contract without prior approval of Buyer. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that Seller has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. Seller shall be required as a condition of Buyer's approval to submit an endorsement naming Caltech and JPL, and Buyer, as an additional insured in such aircraft liability insurance policy. Seller shall include this clause in any lower-tier subcontract involving travel or requiring that that the lower-tier subcontractor utilize a privately owned (noncommercial) aircraft.

10. Restrictions on Funding Activity with China

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Subcontracts for commercial and non-developmental items are exempted from the

c. Address:

(Note: For items 8., 9., and 10., provide for each union and also for each on-site lower-tier subcontract, as applicable.)

12. Safety and Health

This clause is applicable when one or more of the following conditions exist: (i) the work will be conducted completely or partly on premises owned or controlled by the Government, (ii) the work includes construction, alteration or repair of facilities in excess of \$150,000, (iii) the work, regardless of place of performance, that involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Seller employees working on NASA Subcontracts) or high value equipment or property and the hazards are not adequately addressed by Occupational Safety and Health (OSHA) or Department of Transportation (DOT) regulations (if applicable) or (iv) when Buyer determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.)

a. Seller shall take safety and occupational health measures as provided in this clause and JPL Form 2885 in Addendum A, in performing under this Contract and shall, to the extent set forth below, submit a safety plan and health plan (applicable to the work to be performed under this Contract) for Buyer's approval, prior to Contract execution. Seller shall comply with all Federal, State, and local laws applicable to safety and occupational health in effect on the date of this Contract and with the safety and occupational health standards, specifications, reporting requirements, and clauses set forth below.

(b) Seller shall take or cause to be taken any other safety and occupational health measures Buyer may reasonably direct. To the extent that Seller may be entitled to an equitable adjustment for those measures under the terms and conditions of this Contract, the equitable adjustment shall be determined pursuant to the procedures of the clause of General Provisions entitled "Changes," provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the Contract.

(c) Standards. The following safety and health standards, specifications, issuances, and reporting requirements are prescribed pursuant to paragraph (a).

(i) General Standards and Specifications: Seller shall use NASA Procedural Requirements (NPR) 8715.3C NASA General Safety Program Requirements dated 03/12/ 2008 (w/ Change 7 dated 02/25/2011) as a general policy guide to establish a safety program to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.

(ii) Nuclear Safety: Radioactive material will be handled in accordance with appropriate Federal, State, local and regulations and requirements, to specifically include those of the State of California, Department of Energy and/or Nuclear Regulatory Commission. Launching of nuclear materials into space shall be done in accordance with National Security Council/Presidential Directive 25, as of 05/08/1996.

(iii) Propulsion Safety: Seller shall comply with all applicable Federal, State, and local requirements applicable to propulsion safety, and the requirements shall be used to establish a propulsion safety program (if applicable) to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.

(iv) Fire Safety: Seller shall comply with all applicable Federal, State, and Local requirements pertaining to Fire Protection and Life Safety. NASA STD 8719.11A, NASA Safety Standard for Fire Protection and Life Safety, dated 11/19/2008, will be followed to ensure safety of NASA facilities.

(v) Ammunition and Explosive Safety: Seller shall comply with all applicable Federal, State, and local requirements applicable to ammunition and explosive safety. The requirements of NASA-STD-8719.12 Safety Standard for Explosives, Propellants and Pyrotechnics, dated 01/2010, shall be used to establish an ammunition and explosive safety program to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.

(vi) Pressure Vessel and Pressure System Safety: Seller shall establish a pressure systems safety and

recertification program in accordance with NASA-STD 8719.17A NASA Requirements for Ground-Based Pressure Vessels and Pressurized Systems (PVS) dated 11/06/2009 and NPD 8710.5 Policy for Pressure Vessels and Pressurized Systems dated 03/12/2008.

(vii) Any additional safety and health standards, specifications, issuances and reporting requirements set forth in this Contract.

- (d) The safety and health plan to be submitted by Seller pursuant to paragraph (a) above shall implement the requirements of this clause and of the standards and specifications of paragraph (c) of this clause and shall describe the means to be employed by Seller to monitor and enforce said requirements. The plan shall include the Seller's standards and criteria for imposing safety and health standards upon its Lower-tier Subcontractors and its plans and procedures for monitoring compliance with such standards. A safety and health plan for similar work performed by the Seller on a Federal Subcontract may be submitted for review and approval under this clause.

- (e) Illness, Incident, and Injury Experience Reports.

Reports required by this clause or elsewhere in this Contract shall be furnished in three copies unless otherwise specified. Seller shall refer to JPL Form 2885 in Addendum A, for detail regarding reporting requirements.

(i) Mishap Reports: Seller shall furnish Buyer mishap reports and respond to Buyer requests for mishap reviews. Seller shall conduct its own mishap investigations consistent with NPR 8621.1B, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating and Recordkeeping w/ Change 5 (03/15/2010) dated 05/23/2006 with the understanding that all references to NASA in that policy shall be interpreted to mean Seller. Seller shall utilize the NPR 8621.1B, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating and Recordkeeping w/ Change5 (03/15/2010) dated 05/23/2006 as guidelines. Seller shall also report to Buyer, any incidents that may have visibility in the press, mission failures, or mission anomalies that will have high Buyer, Buyer's Customer or NASA visibility in the press.

(ii) The Subcontractor shall furnish such other reports as JPL determines to be related to the Subcontractor's safety and health program and its experiences thereunder.

- (f) Noncompliance

(i) Buyer may notify Seller in writing of any noncompliance with this clause and specify corrective actions to be taken. Seller shall promptly take and report any necessary corrective action.

(ii) When Buyer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Seller employees working on NASA Subcontracts) or high value mission critical equipment or property, Buyer shall notify the Seller orally, and follow with written confirmation. Seller shall promptly take and report any necessary corrective action. If Seller fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(i) of this Clause, Buyer may invoke the stop work order clause of this Contract or any other remedy legally available to Buyer in the event of such failure or refusal.

- (g) Seller (or Lower-tier Subcontractor or supplier) shall cause the substance of this clause, including this paragraph (g) and any applicable clauses of this Contract, with any appropriate changes of designations of the parties, to be inserted in Lower-tier Subcontracts of every tier which involve work to which this clause is applicable as specified in the preamble above.
- (h) Seller agrees that authorized representatives of Buyer, Buyer's Customer or the Contracting Officer shall have access to and the right to examine the sites or areas where work under this Contract is being performed in order to determine the adequacy of the Seller's safety and health measures under this clause.

13. Security Requirements for Unclassified Technology Resources

- a. Seller shall protect the confidentiality, integrity, and availability of NASA, Buyer's Customer, and Buyer

Information and Information Technology (IT) resources, as well as protect NASA, Buyer's Customer, and Buyer Information from unauthorized disclosure. In particular, Seller shall be responsible for the IT security of all Seller systems connecting to JPL's internal, non-public network, regardless of location.

b. This clause is applicable to Seller and lower-tier subcontractors if:

(i) Seller has any presence on Buyer's Customer's non-public, unclassified internal network (intranet). This presence occurs when Seller equipment accesses the JPL intranet by Ethernet cable, JPL's Wireless Network Access service (<https://jplnet.jpl.nasa.gov/wifi/>), or JPL's Remote Access service (<https://ras.jpl.nasa.gov/>); or

(ii) The Subcontractor generates, stores, processes, or exchanges unclassified electronic information, to include Controlled Unclassified Information (CUI), for NASA or JPL in support of NASA's missions, programs, projects and/or institutional requirements, regardless of whether the information resides on a NASA, JPL, or subcontractor information system.

The applicable requirements are stated in Paragraph (e) below.

c. Definitions.

(i) **IT resources** means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store NASA or JPL electronic information.

(ii) **NASA or JPL Electronic Information** is any data (as defined in the Rights in Data clause of this Contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on a NASA or JPL IT system(s) in the performance of this Contract.

(iii) **IT Security Plan** is specific to the IT System and not the Contract. The Seller shall develop IT System Security Plans per the requirements stated in paragraph (e) below. All Seller personnel requiring physical or logical access to NASA or JPL IT resources must complete NASA's annual IT Security Awareness training or JPL's annual IT Security Awareness training, which is based on NASA's annual IT Security Awareness Training and industry resources, and is supplemented by JPL-specific needs. JPL IT security training is located at <http://itet.jpl.nasa.gov/>.

(iv) **Controlled Unclassified Information (CUI)**- The Controlled Unclassified Information (CUI) standardizes the way the Executive branch handles information that requires protection and that is not classified. On November 4, 2010, President Obama signed Executive Order 13556 "Controlled Unclassified Information", which establishes a program for managing this information. The categories are listed at <http://www.archives.gov/cui/registry/category-list.html#categories>.

d. Seller shall afford Government, Buyer's Customer, and Buyer access to Seller's and lower-tier subcontractors' facilities, installations, operations, documentation, information contained in 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 (to include results of vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA or JPL Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

e. Requirements:

(i) Seller shall establish procedures, roles, and responsibilities to implement the specified areas of IT Security.

(ii) Seller shall protect the confidentiality, integrity, and availability of Seller information systems in a manner commensurate with their sensitivity, value, and criticality by:

(a) Communicating security responsibilities documented in approved security plans and in rules of behavior according to whichever of the following three (3) circumstances applies:

(1) Seller has a persistent presence on JPL's unclassified, non-public, internal network

(intranet). Persistent presence means access to JPL's intranet is obtained through a direct wired or wireless connection, as opposed to being provided via JPL's Remote Access service (<https://ras.jpl.nasa.gov>).

Action needed: All affected Seller assets must be identified in the IT Security Database (ITSDB) (<https://secdb.jpl.nasa.gov/itsdb/>) and included in an authorized ITSDB security plan.

(2) Seller does not have a persistent presence on JPL's intranet

Action needed: Any of the following three options can be used to demonstrate compliance, and this compliance must be demonstrated annually.

- (a) Subcontractor provides a certificate issued by a United States Government entity (e.g., GSA) whose scope includes the assets that will support this subcontract , or
- (b) Seller completes all of the following templates provided by the National Institute of Standards and Technology (NIST) that address risk assessment, security planning, business impact analysis, and contingency planning:

-Appendix K from Guide for Conducting Risk Assessments (http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf)

-Appendix A from Guide for Developing Security Plans for Federal Information Systems (<http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>)

-Appendix A from Contingency Planning Guide for Federal Information Systems (http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1_errata-Nov11-2010.pdf)

-Appendix B from Contingency Planning Guide for Federal Information Systems (http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1_errata-Nov11-2010.pdf), or

- (c) Seller completes a template provided by JPL OCIO that addresses basic aspects of IT security, located at <https://itsec.jpl.nasa.gov/vendor.php> (then click on "JPL_AGP_Cyber_Review_Template_Rev_41.xlsx")

(3) Subcontractor is providing a commodity service or product

Action needed: Subcontractor demonstrates compliance by

- (a) Providing a certificate issued by a United States Government entity (e.g., GSA) for the service or product, or
- (b) Appearing on an OCIO-approved list, or
- (c) Agreeing to Buyer's modifications to the Seller's standard Contract.

(b) Assessing and documenting risk through the identification of potential threats and vulnerabilities, while considering the sensitivity of the information being protected;

(c) Ensuring the security of information systems and services when they are developed, acquired, or when software is installed by users;

(d) Ensuring users receive the training necessary to perform their functions in a secure manner;

- (e) Managing the security impact of changes to information system configurations;
 - (f) Ensuring the availability of resources by limiting the impact of disruptive events through the development of contingency plans, role-specific training, periodic contingency plan testing and updates;
 - (g) Minimizing the impact of security incidents through training, testing, timely detection, and mitigation;
 - (h) Reducing the security risks associated with maintenance activities by managing and documenting when, how, and by whom information systems are maintained;
 - (i) Ensuring that information system media are protected against unauthorized access when transported or stored, and by sanitizing media before being discarded or released for reuse;
 - (j) Ensuring that only authorized personnel are granted access to facilities housing information systems and their distribution and transmission lines; and mitigating the risk of environmental hazards through emergency systems and the use of alternate work locations;
 - (k) Ensuring that personnel who require access to Seller information systems have been screened consistent with the risk designation of their position;
 - (l) Protecting the integrity of software and data by detecting and correcting security flaws;
 - (m) Preventing unauthorized use of Seller information systems by providing managed and secure access;
 - (n) Ensuring that sufficient information is captured to reconstruct security-related events through creation, review, and retention of audit and accountability records;
 - (o) Ensuring that access to non-public Subcontractor information systems will be provided only to verified users and devices; and –
 - (p) Protecting stored, processed, or transmitted information by implementing secure communications, and separation of system services.
- f. Seller shall provide via mutually agreed-upon formats, all information required to assist NASA, JPL, and Buyer in their Federal Information Security Management Act (FISMA) reporting responsibilities.
 - g. Seller shall report any suspected IT security incidents that involve NASA or JPL data, systems, or networks by calling the JPL Unified Service Desk at 818-354-4357 and collaborate with JPL OCIO and NASA SOC in the investigation and resolution of IT security incidents.
 - h. Seller shall insert this clause, including this paragraph in all lower-tier subcontracts that process, manage, access or store NASA or JPL Electronic Information in support of the mission of the Agency.
 - i. Seller certifies that it shall comply with the requirements set forth in this clause within 90 days of Contract execution.

14. Designation of New Technology Representative and Patent Representative

- a. For purposes of administration of the clause of this Contract entitled "New Technology" or "Patent Rights-- Retention by the Subcontractor (Short Form)," whichever is included, the following named representatives are hereby designated to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	MS/ 180-801	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109
Patent Representative	MS/ 180-802	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109

- 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 with a copy to Buyer 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 lower-tier Subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer through Buyer.

The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.