

**CUSTOMER CONTRACT REQUIREMENTS  
EXTRAVEHICULAR ACTIVITY (EVA) SYSTEM  
CUSTOMER CONTRACT 2364212**

**CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, 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 (FAR) 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** (JUL 1995). This clause applies only if this contract exceeds \$100,000.

**52.203-7 Anti-Kickback Procedures** (excluding subparagraph (c)(1)) (JUL 1995). This clause applies only if this contract exceeds \$100,000. The following sentence is appended to paragraph (c)(2): “Seller shall notify Buyer when such action as been taken.” Buyer may withhold sums owed Seller in the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs or (b) Buyer’s customer offsets the amount of such kickback against money owed Buyer under its customer contract.

**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.

**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 Buyer’s customer reduces Buyer’s price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**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: “Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract.” Buyer will identify the Government PCO at Seller’s request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

**52.204-2 Security Requirements** (AUG 1996). This clause only applies to the extent that this contract involves access to classified information. “Changes clause” means the changes clause of this contract.

**52.211-5 Material Requirements** (AUG 2000). “Contracting Officer” shall mean Buyer.

**52.211-15 Defense Priority and Allocation Requirements** (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records–Negotiation** (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is a 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 this clause.

**52.215-10 Price Reduction For Defective Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In paragraph (a)(3), insert “of this contract” after

“price or cost.” “Contracting Officer” shall mean “Contracting Officer or Buyer,” “Government” shall mean “Government or Buyer,” and “United States” shall mean “United States or Buyer.”

**52.215-11 Price Reduction For Defective Cost or Pricing Data–Modifications** (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. “Contracting Officer” shall mean “Contracting Officer or Buyer” “Government” means “Government or Buyer,” and “United States” shall mean “United States or Buyer.”

**52.215-12 Subcontractor Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 “The Boeing Company or any of its wholly owned subsidiaries.”

**52.215-13 Subcontractor Cost or Pricing Data–Modifications** (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 “The Boeing Company or any of its wholly owned subsidiaries.”

**52.215-14 Integrity of Unit Prices** (excluding subparagraph (b)) (OCT 1997). This clause does not apply if this contract is for (i) \$100,000 or less, (ii) construction or architect-engineer services under FAR Part 36, (iii) utility services under FAR Part 41, (iv) services where supplies are not required, (v) commercial items or (vi) petroleum products.

**52.215-15 Pension Adjustments and Asset Reversions** (DEC 1998). 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 Postretirement Benefits (PRB) Other Than Pensions** (OCT 1997). 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 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 the threshold set forth in FAR 15.403-4. The term “Contracting Officer” shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (OCT 2000).

**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.

**52.222-1 Notice to Government of Labor Disputes** (FEB 1997). “Contracting Officer” shall mean Buyer.

**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 any sums Buyer’s customer withholds or recovers from Buyer due to liabilities of Seller or its subcontractors under this clause.

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

**52.222-26 Equal Opportunity** (subparagraph (b)(1) through (11)) (APR 2002).

**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.

**52.222-36 Affirmative Action for Workers with Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**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.

**52.222-41 Service Contract Act of 1965, as Amended** (May 1989). This clause applies only if this contract is subject to the Act.

**52.223-3 Hazardous Material Identification and Material Safety Data** (JAN 1997), **Alternate I** (JUL 1995). This clause applies only if Seller delivers hazardous material under this contract.

**52.223-14 Toxic Chemical Release Reporting** (excluding subparagraph (e)) (AUG 2003). This clause applies only if this contract is not for commercial items (as defined in FAR Part 2), was competitively awarded, and exceeds \$100,000 (including all options).

**52.225-13 Restrictions on Certain Foreign Purchases** (JUN 2003).

**52.227-1 Authorization and Consent** (JUL 1995), **Alternate I** (APR 1984).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (AUG 1996). A copy of each notice sent to the Government will be sent to the Buyer's Authorized Procurement Representative. "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$100,000.

**52.227-14 Rights In Data—General (FAR)** (JUN 1987), **Alternates II and III** (JUN 1987), as modified by **NASA FARS 1852.227-14**. {Prime contract H.11 and I.8} Paragraph (b)(1) of the Restricted Rights Notice in Alternate III is deleted and the following is substituted in lieu thereof: "Used or copied for use in or with multiple computers provided they are not used simultaneously, including use at any government installation to which such computers may be transferred." The following is added as paragraph (b)(7) the Restricted Rights Notice in Alternate III: "Used on multiple computers for network applications."

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

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

**52.230-6 Administration of Cost Accounting Standards** (NOV 1999). Add "Buyer and the" before "Contracting Officer" in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in this contract.

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.244-2 Subcontracts** (AUG 1998), paragraphs (h), (i), and (j) only. In these paragraphs, "Government" means Buyer and "Contracting Officer" means "Buyer's Authorized Procurement Representative".

**52.244-5 Competition in Subcontracting** (DEC 1996).

**52.244-6 Subcontracts for Commercial Items** (APR 2003).

**52.245-2 Government Property (Fixed Price Contracts)** (MAY 2004). This clause is not applicable if this contract incorporates Form GP4. In paragraph (f), the first occurrence of the term "Government" shall mean "Government or Buyer."

**52.245-18 Special Test Equipment** (FEB 1993). Change "30 days" to "45 days" in paragraphs (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to Buyer.

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

**52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit** (JUN 1997). {Prime contract I.10}

**52.248-1 Value Engineering** (excluding subparagraph (f)) (FEB 2000). The term “Contracting Officer” means Buyer. 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 the net acquisition savings and 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.

2. **NASA FAR Supplement Clauses.** The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration (NASA) Federal Acquisition Regulation (FAR) Supplement and apply to the extent indicated. In all of the following clauses, “Contractor” means Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

**1852.204-76 Security Requirements for Unclassified Information Technology Resources** (JUL 2002). {Prime contract I.12}

**1852.208-81 Restrictions on Printing and Duplicating** (OCT 2001). {Prime contract H.1.II}

**1852.211-70 Packaging, Handling, and Transportation** (JUN 2000). {Prime contract D.2}

**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 only if FAR 52.219-9 is included in this contract.

**1852.219-76 NASA 8 Percent Goal** (JUL 1997). This clause applies only if Seller is not a small business.

**1852.223-70 Safety and Health** (Apr 2002). {Prime contract H.1.II} This clause applies only if this contract (i) exceeds \$1,000,000, (ii) requires construction, repairs or alterations in excess of \$100,000, or (iii) regardless of dollar amount, involves the use of hazardous materials or operations.

**1852.225-70 Export Licenses** (FEB 2000), **Alternate I** (FEB 2000). {Prime contract H.1.II}

**1852.227-70 New Technology** (MAY 2002). {Prime contract G.1.II} 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.

**1852.227-72 Designation of New Technology Representative and Patent Representative** (JUL 1997) {Prime contract G.4} The following named representatives are hereby designated by Buyer to administer such clause:

HA/Technology Transfer & Commercialization Office  
NASA Lyndon B. Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058

**1852.227-86 Commercial Computer Software–Licensing** (DEC 1987). This clause applies only if Seller’s software will be delivered to NASA under licensing. Paragraph (d)(2)(i) is replaced in its entirety with the following: “Used or copied for use in or with multiple computers provided they are not used simultaneously, including use at any government installation to which such computers may be transferred.” The following is added as paragraph (d)(2)(v): “Used on multiple computers for network applications.”

**1852.227-87 Transfer of Technical Data Under Space Station International Agreements** (APR 1989).

**1852.228-72 Cross-Waiver of Liability for Space Shuttle Services** (SEP 1993). {Prime contract H.1.II}

**1852.228-76 Cross-Waiver of Liability for Space Station Operations** (DEC 1994). {Prime contract H.1.II}

**1852.237-70 Emergency Evacuation Procedures** (DEC 1988).

**1852.242-72 Observance of Legal Holidays** (AUG 1992). {Prime contract H.1 II} This clause applies only if this contract requires work on a Government installation.

**1852.242-73 NASA Contractor Financial Management Reporting** (JUL 2000). {Prime contract G.1.II} 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.

**1852.242-75 Earned Value Management System** (MAR 1999). This clause is applicable only if this contract specifies elsewhere that "Earned Value Management System" or "EVMS" applies to this contract.

**1852.245-70 Contractor Requests for Government-Owned Equipment** (JUL 1997) (excluding paragraph (b)(3)). {Prime contract G.1.II} "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 September 30 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.

**1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors** (OCT 2003). {Prime contract G.1.II} Seller will submit annual reports to Buyer no later than October 15.

**1852.246-73 Human Space Flight Item** (MAR 1997). {Prime contract E.1}

3. **Commercial Items.** If the goods or services being procured under this contract are for commercial items and Clause H203 is set forth in the purchase contract, the FAR and NASA FAR Supplement clauses listed in Sections 1 and 2 above are deleted, and the following FAR clauses are inserted in lieu thereof:

**52.219-8 Utilization of Small Business Concerns** (OCT 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower-tier subcontractor must include FAR 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.

**52.222-26 Equal Opportunity** (subparagraph (b)(1) through (11)) (APR 2002).

**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.

**52.222-36 Affirmative Action for Handicapped Workers** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.227-14 Rights in Data-General** (JUN 1987), **Alternate II** (JUN 1987), **Alternate III** (JUN 1987), **Alternate V** (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.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (APR 2003). This clause only applies if (i) this contract is a contract for ocean transportation services or a construction contract or (ii) the supplies being transported are (a) items Buyer is reselling or distributing to the Government without adding value or (b) shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

4. **Cost Accounting Standards.**

A. (Applicable if this contract incorporates clause H001). The version of **FAR 52.230-2, Cost Accounting Standards**, incorporated by clause H001 is the version dated April 1998.

- B. (Applicable if this contract incorporates clause H002). The version of **FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices**, incorporated by clause H002 is the version dated April 1998.
- C. (Applicable if this contract incorporates clause H003). The version of **FAR 52.230-4, Consistency in Cost Accounting Practices**, incorporated by clause H003 is the version dated August 1992.
- D. (Applicable if this contract incorporates clause H004). The version of **FAR 52.230-5, Cost Accounting Standards—Educational Institution**, incorporated by clause H004 is the version dated April 1998.

**5. Prime Contract Special Provisions.** The following prime contract special provisions apply to this contract:

**A. Foreign Military Sales.**

Seller certifies that the price of this contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in foreign military sales.

**B. Notification of Debarment/Suspension Status.**

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any federal agency during the performance of this contract.

**C. Foreign Nationals - Foreign Sources.**

(1) For the purposes of this clause,

- (a) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;
- (b) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and
- (c) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.

(2) Nothing in this clause is intended to waive any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(3) Seller acknowledges that equipment and technical data generated or delivered in the performance of this contract is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this contract or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this contract (see 22 CFR Section 125). Seller agrees to notify and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign nationals or their representatives. This notification will include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

**D. Export Controlled Data Restrictions.**

(1) For the purpose of this clause,

- (a) Foreign person is any person who is not a citizen of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

- (b) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and
  - (c) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.
- (2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.
  - (3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.
  - (4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

**E. JSC Hazardous Materials Use (JSC 52.223-92) (DEC 1999). {Prime contract G.14}**

- (1) 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.
- (2) "Hazardous materials," for the purposes of this clause, consist of the following:
  - (a) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulations 1910.119, without regard for quantity.
  - (b) 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 Regulations 355, Part 355, without regard for quantity.
  - (c) 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.
  - (d) Any radioisotope material or device that produces ionizing radiation.
  - (e) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986).
  - (f) Any explosive or any pyrotechnics.
  - (g) Any pesticide.
- (3) Seller 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.

- (4) Seller shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (5) Seller shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
- (6) Seller shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (7) Seller shall insert the substance of this clause, including this paragraph (7) 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.
- (8) In the event Seller fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

**F. (Limited) Release of Contractor Confidential Business Information (CBI) (JSC 52.227-91) (MAY 2002) as modified. {Prime contract H.9}**

- (1) Buyer may find it necessary to release information submitted by Seller pursuant to the provisions of this contract, to individuals not employed by Buyer. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, Seller hereby consents to a limited release of its confidential business information (CBI).
- (2) Possible circumstances where Buyer may release Seller's CBI include the following:
  - (a) To other NASA contractors and subcontractors and their employees tasked with assisting NASA in handling and processing information and documents in the administration of NASA contracts, such as providing post-award audit support and specialized technical support to NASA.
  - (b) 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 NASA.
- (3) Buyer recognizes its obligation to protect Seller from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, Buyer will permit the limited release of CBI under subparagraphs (2)(a) or (2)(b) 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 include this clause, including this paragraph (5), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

**G. Subcontracting with Russian Entities for Goods or Services. {Prime contract H.17}**

- (1) Seller shall not subcontract with
  - (a) the Russian Aviation and Space Agency (Rosaviakosmos),
  - (b) any organization or entity under the jurisdiction or control of Rosaviakosmos, or
  - (c) any other organization, entity, or element of the Government of the Russian Federation.
- (2) "Organization or entity under the jurisdiction or control of Rosaviakosmos" means an organization or entity that
  - (a) was made part of the Russian Space Agency upon its establishment on February 25, 1992,
  - (b) was transferred to the Russian Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998,



- (c) was or is transferred to the Russian Aviation and Space Agency or Russian Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000, or
  - (d) is a joint stock company in which the Russian Aviation and Space Agency or Russian Space Agency has at any time held controlling interest.
- (3) Seller shall obtain Buyer's permission to subcontract with any Russian entity or with any other entity performing any part of the contract in the Russian Federation. Seller shall support such a request with facts (and, if requested, supporting documentation) sufficient to establish to Buyer's satisfaction that the entity with which Seller seeks permission to subcontract is not an entity described in paragraphs (1) and (2).
  - (4) Buyer may direct Seller to provide the information required under paragraph (3) for any other prospective or existing subcontract at any tier. Buyer may direct Seller to terminate for the convenience of the government any subcontract at any tier with an entity described in paragraphs (1) and (2), subject to an equitable adjustment.
  - (5) Seller shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier.

**H. Access to Seller Data.** {Prime contract H.19} This clause is only applicable to cost-type contracts.

- (1) "Data" for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded. The term includes technical data; computer software; and information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. Types of data contained in the definition also include contractor internal audits of any discipline, system, or task, which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing this contract. These examples are illustrative and are not to be construed as a limitation on the definition of data.
- (2) Buyer or designee shall, through closeout, have access to and the right to examine any of the data produced or specifically used in the performance of this subcontract. The purpose of this access provision is to permit Buyer to monitor Seller's performance under this subcontract and to permit sampling of Seller data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this subcontract.
- (3) Seller shall make available at all reasonable times for Buyer and/or Government inspection all existing Government data provided to Seller and any data first produced or used in the performance of this subcontract for examination through closeout. Moreover, information provided by Seller on this system shall contain all necessary technical and business application data to determine the degree to which contract requirements are met. At a minimum, Seller shall maintain an index of data that is available on request. The index is a medium for identifying contract internal data, which has been generated by Seller in compliance with the work effort described in the SOW and other requirements.
- (4) Except for software systems being provided as part of this contract, Seller shall maintain all data on a commercially available system for information management that is easily accessible by Buyer and/or NASA. For the purposes of this clause, "commercially available system" is defined as a system comprised of a Commercial Off-the-Shelf (COTS) database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package. Seller must obtain the approval of the Contracting Officer prior to using any noncommercial system for information management of data generated under this contract. As part of this request, Seller must justify why no commercial system to manage information is adequate for this contract. If use of a noncommercial system is approved, then Seller shall demonstrate the system to Buyer and provide thorough training to Buyer and Government personnel to ensure they are able to access (i.e., read and copy) all data maintained on the system.
- (5) Seller shall provide Buyer and the Government unimpeded access to all areas determined by Buyer and/or Government representatives as necessary for surveillance, audit and independent evaluation purposes. In those instances that access is restricted due to hazards or other personnel access

- limitations, Seller shall accommodate Buyer and/or Government personnel such that access is provided and operational safety is not compromised.
- (6) Notwithstanding the Additional Data Requirements clause, Buyer and/or the Government shall have the right to reproduce any data found during the examination that it wishes to retain. Reproduction costs will be reimbursed only when contractor equipment is used for the reproduction. Buyer and/or the Government shall retain no greater rights in the reproduced data than it would have under the Rights in Data--General clause.
  - (7) Seller shall describe the areas of its internal systems where Buyer and/or NASA access will be permitted, define access and interface requirements, and provide Buyer and/or NASA the required training to be able to access and use these systems.
  - (8) Seller shall flow this clause to all cost type subcontracts.

**I. Potentially Hazardous Items.** {Prime contract H.21}

- (1) Seller shall furnish complete design information and drawings showing all details of construction, including material, for the following items or components:

JSC in HAZMAT 95 database.

These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work.

- (2) This requirement for delivery of data supersedes any terms of this contract permitting withholding of data.
- (3) Seller shall include this clause, including this paragraph (3), in each subcontract at any tier under this contract that calls for the manufacture or handling of the items or components designated according to paragraph (1) above as potentially hazardous.

**J. Human Space Flight Item.** {implements NASA FAR Supplement 1852.246-73 (MAR 1997)} FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY. IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER.