

CUSTOMER CONTRACT REQUIREMENTS
International Space Station
CUSTOMER CONTRACT NAS15-10000

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). Buyer may withhold 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 applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the 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 the Government 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.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to 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.

52.211-15 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 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.

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 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 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."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; 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 (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 Other Than Pensions (PRB) (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). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern.

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

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.

52.223-3 Hazardous Material Identification and Material Safety Data (NOV 1991) **Alternate I** (NOV 1991). {Prime Contract I.5} This clause applies only if Seller delivers hazardous material under this contract.

52.225-8 Duty-free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restrictions on Certain Foreign Purchases (OCT 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.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

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.

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

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 Buyer's 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 (MAY 2002)

52.245-2 Government Property (Fixed Price Contracts) (DEC 1989). This clause is not applicable if this contract incorporates Form GP4; however, paragraphs (52.245-2.1) through (52.245-2.10) apply regardless of whether or not this contract incorporates GP4.. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

(52.245-2.1) **DEFINITIONS**. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Buyer-furnished Government-owned and Government-furnished Government-owned property, and shall not include Buyer-owned property in which the Government does not have an interest, and all references to title passing to or vesting in the Government shall refer to the United States of America Government. References to an "approved program or system" shall be references to "a United

States of America Government approved program or system". "Contracting Officer" shall mean "Buyer's Authorized Procurement Representative" and "Government" shall mean "Buyer" except as stated above.

(52.245-2.2) **DATE OF THE PRIME CONTRACT.** The date of prime contract NAS15-10000 is 13 January 1995.

(52.245-2.3) **LIMITED RISK OF LOSS REQUESTS.** The Seller shall submit requests for limited risk of loss to the Buyer's Authorized Procurement Representative. Requests for Limited Risk Of Loss must include: (i) a listing, including quantity and unit prices, of all loss, damage, or destruction of Government Property the requesting activity has incurred in three years prior to the date of request, (ii) the total quantity and cost of all Government Property accountable to the Seller's site performing the subcontract at the time of the request, and (iii) a copy of the Seller's most recent Formal Government Property System Analysis or a statement that no such analysis has been conducted at the site involved. In the event the Seller's request is for, or includes, limited risk of loss for a Seller subcontractor, Seller shall submit the information listed above on each Seller subcontractor to whom Seller is requesting that limited risk of loss be extended.

(52.245-2.4) **FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS.** Seller shall provide data on government owned Seller-held property, in accordance with the provisions at FAR 45.5 and this clause, on the indicated basis as illustrated in paragraphs 52.245-2.5 and 52.245-2.6 of this clause below. Report Government-Owned/Contractor-Held Property, in accordance with the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below in paragraphs 52.245-2.5 and 52.245-2.6. HOU-BMF-1018 should be completed as described in NASA FAR Supplement 1845.7101, Instructions for preparing NASA Form 1018, except as stated in this clause or the instructions on HOU-BMF-1018.

(52.245-2.5) **QUARTERLY SUBMISSION.** {Prime contact H.52} In accordance with PIC 03-14, the Seller shall submit quarterly the requested government property financial data for all assets, including real property and equipment, special test equipment, special tooling, and agency peculiar property, greater or equal to \$100,000 unit acquisition cost, as well as materials and contract work in process of any value, in their possession (including subcontractors), in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Procurement Representative, according to the following schedule:

- For the quarter ending December 31, on or before January 10.
- For the quarter ending March 31, on or before April 10.
- For the quarter ending June 30, on or before July 10.
- For the quarter ending September 30, on or before October 5.

Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3, and shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.

(52.245-2.6) **ANNUAL SUBMISSION.** The Seller shall submit annually the requested government property financial data for all assets, including real property and equipment, special test equipment, special tooling, and agency peculiar property, regardless of unit acquisition cost, as well as materials and contract work in process of any value, in their possession (including subcontractors). The submitted government property financial data shall be in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Procurement Representative, prior to October 15 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3, and shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.

(52.245-2.7) **GOLD SYSTEM USAGE.** The seller shall perform government property management of all property accountable (including facilities, special test equipment, special tooling, material, and agency peculiar property) under this subcontract using the provided International Space Station GOLD system.

(52.245-2.8) **MOVEMENT OF ITEMS.** Movement of items of Government-Owned/Contractor Held Property shall comply with the shipment provisions at NASA FAR Supplement 1845.7101-2(a) through (c) and 1845.7102 Sections I through VIII. Property shipped between September 1 and September 30, inclusively, shall be accounted for and reported by the shipping activity, regardless of the method of shipment, unless written evidence of receipt at destination has been received.

(52.245-2.9) **REPAIRABLES.** Repairables provided under fixed price repair contracts that include the clause at 1852.245-72, Liability for Government Property Furnished for Repair or Other Services, remain accountable to the furnishing activity and are not reportable on HOU-BMF-1018; repairables provided under a cost reimbursement contract, however, are accountable to the contractor and reportable on the HOU-BMF-1018. All materials provided to conduct repairs are reportable, regardless of contract type.

(52.245-2.10) **NON-INTERFERENCE, RENT-FREE USAGE AGREEMENTS.** Government-Owned or Boeing-Owned Seller-Held Property shall be used only for the purpose for which it was acquired, fabricated, or provided. The Seller shall submit all requests for non-interference, rent-free usage to the Buyer's Authorized Procurement Representative. See NASA FAR Supplement 18-52.245-80 Use Of Government Production And Research Property On A No-Charge Basis (NASA) (MAR 1989), for a listing of non-interference , rent-free usage agreements already in effect.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "75 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer. The following provision is added to the end of paragraph (b) of the clause: "Notification required by this clause shall contain the following information for each item of special test equipment or components thereof: A list of alternate items that could be used; Estimated cost; Function; Technical justification for this item; and Date item is required. If required date is within seventy-five (75) days of the date of the notification, give reason for the late notice." Notwithstanding paragraph (c) of the referenced clause, Seller shall not buy or make any item of special test equipment without Buyer's prior written consent.

52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 2000), **Alternate I** (APR 1984). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997). In this clause "Contractor" means "Buyer" and "first-tier subcontractor" means "Seller". Seller shall furnish Buyer all documents necessary to allow Buyer to comply with this clause.

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 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.

18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2002). This clause applies to all or any part of this contract that includes information technology resources or services in which Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.

18-52.208-81 Restrictions on Printing and Duplicating (OCT 2001). {Prime contract H.1 II}

18-52.211-70 Packaging, Handling, and Transportation (JUN 2000). {Prime Contract D.1.}

18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). {Prime contract I.11} This clause applies if FAR 52.219-9 is included in this contract.

18-52.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business. {[The following paragraphs implement Prime Contract Clause G. 17 SOCIO-ECONOMIC SUBCONTRACTING GOALS.]}

(18-52.219-76.1) NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontractor levels which will optimize the opportunity for subcontract participation of small business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZones, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs). To this end the Seller shall comply with the approved subcontract plan set forth in the contract or the Seller's proposal and with any approved Master Subcontracting Plan or DoD Comprehensive Subcontracting Plan that the Seller may have. Changes to the plan will be authorized only by contract modification. In contracts containing award fee, performance by the Seller in exerting its best effort to operate in accordance with this plan shall be a factor in determining award fee under this contract.

(18-52.219-76.2) The Seller will be evaluated on the Seller's efforts toward achieving the percentages outlined in paragraph (c) below including trends and Seller efforts to meet the goals. The percentages shall be calculated based on the dollars expended to the concerns as compared to Contract total actual expenditures on a quarterly and annual basis.

(18-52.219-76.3) Subcontracting goals are expected to equal or exceed the following percentages (including lower tier subcontracts) as measured by (18-52.219-76.2) above:

22% Small Businesses

11% Small Disadvantaged Businesses (inclusive of disadvantaged women-owned businesses)

05% Nondisadvantaged Women-owned Small Businesses (nondisadvantaged women-owned businesses only)

01% HUBZone located Small Businesses

01% Veteran-Owned Small Businesses (VOSBs)

01% Service-Disabled Veteran-Owned Small Businesses (SDVOSBs)

01% Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs)

The small business goal of 22% is inclusive of all of the other socio-economic goals identified in this paragraph of this clause.

18-52.223-70 Safety and Health (Apr 2002). {Prime contract H.1 II} This clause applies only if this contract exceeds \$1,000,000 or construction, repairs or alteration in excess of \$100,000, or it involve the use of hazardous materials or operations.

18-52.223-71 Frequency Authorization (DEC 1988). {Prime contract G.1 II} 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.

18-52.223-75 Major Breach of Safety or Security (FEB 2002) {Prime contract H.1 II}. “Contractor” means “Seller”. In paragraphs “a” and “b”, “the Government” means “Buyer”, except for the term “Government installations”. In paragraph “b”, “Government installations” means “Government or Buyer installations”. In the first sentence in paragraph “c”, “the Contracting Officer” shall mean “both the Buyer’s Authorized Procurement Representative and the US Government Contracting Officer”.

18-52.225-70 Export Licenses (FEB 2000), **Alternate I** (FEB 2000). {Prime contract H.1 II}

18-52.225-73 Duty-Free Entry Supplies (DEC 1988). {Prime contract I.6} In accordance with the Duty-Free Entry clause of this contract, the following supplies will be given duty-free entry:

Product Group	Item Description	Part Number(s)
Boeing-Huntsville	PC Board	3000212-002, 3000214-003, 3000038-002, 3000128-002, 3000125-002, 3000140-002, 3000087-001
Boeing-Huntsville	Casting	3000096-301
Boeing-Huntsville	Die	3000096-101
Boeing-Huntsville	Tooling	3000096-101
Boeing-Huntsville	F/O Splitters	2000011-101, 2000015-101, 2000015-103, 2000015-104
Boeing-Huntsville	QCl Samples	2000011-101, 2000023-101, 2000049-101, 2000015-103
Boeing-Huntsville	F/O Combiners	2000023-101, 2000049-101
McDonnell Douglas	FHRC Hoses	5843393-501

18-52.227-14 Rights in Data — General (OCT 1995). This clause applies only if data will be produced, furnished or acquired under this contract except contracts for basic or applied research with universities or colleges.

18-52.227-70 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.

18-52.227-72 Designation Of New Technology Representative And Patent Representative (NASA) (JUL 1997) {Prime Contract G.3} The following named representatives are hereby designated by the Contracting Officer to administer such clause:

NEW TECHNOLOGY REPRESENTATIVE

New Tech Rep and Patent Rep HA/Technology Transfer & Commercialization Office NASA Johnson Space Center Houston, TX 77058

PATENT REPRESENTATIVE

New Tech Rep and Patent Rep HA/Technology Transfer & Commercialization Office NASA Johnson Space Center Houston, TX 77058

18-52.227-86 Commercial Computer Software Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993). {Prime contract H.1 II}

18-52.228-76 Cross-Waiver of Liability for Space Station Operations (DEC 1994). {Prime contract H.1 II}

18-52.237-70 Emergency Evacuation Procedures (DEC 1988)

18-52.242-72 Observance of Legal Holidays (AUG 1992). {Prime contract H.1 II} This clause applies only if this contract requires work on a Government installation.

18-52.242-73 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.

18-52.242-75 Earned Value Management System (MAR 1999). This clause is applicable to contracts valued at \$1M or more that, based on risk or schedule criticality have the potential to impact the successful fulfillment of the prime contract requirements. Insert in Paragraph (f): Subcontracts valued at \$1M or more that, based on risk or schedule criticality have the potential to impact the successful fulfillment of the contract requirements.

18-52.244-70 Geographic Participation in the Aerospace Program (APR 1985). {Prime Contract H.1 II} This clause applies only if this contract is for \$100,000 or more.

18-52.245-70 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 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.

18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors (AUG 2001). {Prime contract G.5} Seller will submit annual reports to Buyer no later than October 15. In all conflicts between this clause and the instructions accompanying FAR 52.245-2 Government Property (Fixed Price Contracts) (DEC 1989) follow the instructions accompanying 52.245-2 Government Property (Fixed Price Contracts) (DEC 1989).

18-52.245-80 Use Of Government Production And Research Property On A No-Charge Basis (MAR 1989). {Prime contract G.7} Contract No(s): NAS8-50000, NAS8-50001, NAS 9-02099.

18-52.246-73 Human Space Flight Item (MAR 1997).

3. **Commercial Items.** If goods or services being procured under this contract are for commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR and NASA FAR Supplement 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 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 this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor 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.

18-52.227-14 Rights in Data — General (OCT 1995). This clause applies only if data will be produced, furnished or acquired under this contract except contracts for basic or applied research with universities or colleges.

18-52.227-86 Commercial Computer Software Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993). {Prime contract H.1 II}

18-52.228-76 Cross-Waiver of Liability for Space Station Operations (DEC 1994). {Prime contract H.1 II}

4. **Cost Accounting Standards.**

(1) (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.

(2) (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.

(3) (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.

(4) (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 purchase order:

A. TECHNICAL INFORMATION RELEASES AND PUBLICATIONS {Prime contract H.4}

As authorized by paragraph (d)(1) of the Rights in Data -General Clause of this contract, the following exception shall apply:

During the performance of this contract, if data relating to this contract is planned for use in oral or written presentations, professional meetings, seminars, or in articles to be published in professional, scientific, and

technical journals and similar media, the Seller shall assure that an advance information copy of the presentation or article is sent to the Space Station Program (SSPO) to have the benefit of advance information concerning accomplishments of interest, and will provide the SSPO an opportunity to make suggestions to the Seller concerning revisions if it is considered that such comments might be useful to the Seller to help assure the technical accuracy of the information to be presented or published. The information copy will be forwarded to the technical monitor of the contract at least four weeks in advance of the date the author intends to give the presentation or submit the article for publication.

The advance information copy may be submitted in the format or medium which will be utilized in its ultimate release.

Nothing in this clause waives any requirement in the General Provisions PUBLICITY article.

- B. PRICING OF COMMON ITEMS TO INTERNATIONAL PARTNERS** {Prime contract H.6 and J-11}. This clause does not apply to commercial items, as that term is defined in FAR 2.101, or to items whose price is set by law or regulation.
1. The Government has entered into agreements with International Partners (IP) which contemplates that certain space station "common items," previously intended to be procured by NASA, will now be acquired directly by the contractors of these organizations from the United States development contractor. These agreements provide, among other things, that NASA will take the necessary contractual steps to enable that common items can be procured by International Partner contractors for Space Station use, and to ensure that the recurring cost to such contractors consistent with the cost basis paid by NASA.
 2. In order to carry out the intent of the above, the Seller agrees as follows:
 - (a) If the Seller is requested by an IP contractor to submit a proposal for any item being supplied under this contract, the Seller agrees to estimate such items to such contractor consistent with the unit price or recurring costs estimated for such items in this contract; provided, however, that if there are differences in the circumstances under which the items are being priced to the contractor (e.g., greater or lesser quantities, configuration changes, alternative business relationships, variances in schedule requirements, break in production, actual price experience, etc.), the Seller's estimate of the items may vary to the extent of such different circumstances.
 - (b) Each proposal provided to an International Partner contractor shall include a reference to the unit price or recurring costs estimated for such items in this contract as well as an explanation of any differences.
 - (c) Seller agrees to negotiate in good faith with any International Partner contractors desiring to buy items supplied under this contract, and to do so in a manner consistent with the terms of this clause.
 3. Seller will flow this clause to lower tier subcontracts to the extent practical and possible, except as noted below. This clause has no application to (1) contracts entered into prior to the effective date of this contract, (2) commercial items, as that term is defined in FAR 2.101, (3) items whose price is set by law or regulation, (4) non-deliverable tooling, non-deliverable shop aides, similar non-deliverable equipment, and similar non-deliverable software, or (5) non-deliverable items consumed in the manufacturing process.
- C. JSC HAZARDOUS MATERIALS USE** (JSC 52.223-92) (DEC 1999) {Prime contract H.39} This clause applies to contracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at Johnson Space Center (JSC).

- (a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.
- (b) "Hazardous materials," for the purposes of this clause, consist of the following:
 - (1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.
 - (2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.
 - (3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.
 - (4) Any radioisotope material or device that produces ionizing radiation.
 - (5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
 - (6) Any explosive or any pyrotechnics.
 - (7) Any pesticide.
- (c) The 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.
- (d) The Seller shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (e) The Seller shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
- (f) The Seller shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (g) The Seller shall insert the substance of this clause, including this Paragraph "(g)", with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
- (h) In the event the 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.

D. SYSTEM ADMINISTRATOR SECURITY CERTIFICATION PROGRAM {Prime contract H.41 }

In addition to any other requirements of this contract, all individuals, contractors or subcontractors who perform tasks as a system administrator or have authority to perform tasks normally performed by system administrator shall be required to demonstrate knowledge appropriate to those tasks. This demonstration, referred to as the NASA System Administrator Security Certification, is a two-tier assessment to verify that system administrators are able to –

1. Demonstrate knowledge in system administration for the operating systems for which they have responsibility.
2. Demonstrate knowledge in the understanding and application of Network and Internet Security.

Certification is granted upon achieving a score above the certification level on both an Operating System test and the Network and Internet Security Test. The Certification earned under this process will be valid for three years. The criteria for this skills assessment has been established by the NASA Chief Information Officer. The objectives and procedures for this certification can be obtained by contacting the IT Security Awareness and Training Center at (216) 433-2063.

A system administrator is one who provides IT services, network services, files storage, web services, etc. to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service or machine. A lead system administrator has responsibility for information technology security (ITS) for multiple computers or network devices represented within a system; ensuring all devices assigned to them are kept in a secure configuration (patched/mitigated); and ensuring that all other system administrators under their lead understand and perform ITS duties. An individual that has full access or arbitrate rights on a system or machine that is only servicing themselves does not constitute a "system administrator" since they are only providing or accepting responsibility for their system. An individual that is only servicing themselves is not required to obtain a System Administrator Certification.

- E. **(LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI).** 52.227-91 (MAY 2002) {Prime contract H.42}
- (a) NASA may find it necessary to release information submitted by the Seller pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Seller hereby consents to a limited release of its confidential business information (CBI).
 - (b) Possible circumstances where the Agency may release the Seller's CBI include the following:
 - (1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post-award audit support and specialized technical support to NASA.
 - (2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.
 - (c) NASA recognizes its obligation to protect the Seller from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.
 - (d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.
 - (e) The Seller agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.
- F. **ACCESS TO CONTRACTOR DATA** {Prime contract H.43} This article applies to all cost-type subcontracts valued at \$1,000,000 or more, however, the flowdown requirement applies to all subcontracts.

- (a) “Data” for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded by the Seller or its subcontractors. The term includes technical data; computer software; and information incidental to contract performance. Types of data contained in the definition also include the results of Seller internal audits of any discipline, procedures, system, or task which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing under this contract. The term is limited to data that is archived as a normal part of Seller performance.
 - (b) The Contracting Officer 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 contract. The purpose of this access provision is to permit sampling of Seller data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.
 - (c) The Seller shall make available at all reasonable times for Government inspection the most current data produced or used in the performance of this contract for examination
 - (d) Notwithstanding the Additional Data Requirements clause, the Government shall have the right to reproduce any data found during the examination that it wishes to retain. The Government or the Buyer will reimburse reproduction costs only when it uses Seller equipment for the reproduction. The Government shall retain no greater rights in the reproduced data than it would have under the Rights in Data--General clause.
 - (e) The Seller shall flow this clause to all cost-type subcontracts valued at \$1,000,000 or more.
- G. **GOVERNMENT INSIGHT** {Prime contract H.44} This article applies to all cost-type subcontracts valued at \$1,000,000 or more.
- (a) **Definitions.** For the purpose of this contract, the following definitions apply:
 - “**Insight,**” as used in this clause, means technical visibility into the Program, maintained through audit, surveillance, assessment of trends and metrics, software independent verification and validation, the flight readiness review process, and review or independent assessment of out-of-family anomalies occurring in any phase of the program.
 - “**Surveillance,**” as used in this clause means continual monitoring and verification of the status of manufacturing, testing, and processing of Station hardware, software and operations preparations to ensure that requirements are being fulfilled. Items to be monitored and verified are selected—this is not an all inclusive activity.
 - “**Audit,**” as used in this clause, means the implementation of procedures and requirements of the NASA Engineering Quality Audit (NEQA) or other equivalent audit techniques used to perform periodic audit of all aspects of processes and procedures required to manufacture, assemble, test, and process hardware for flight. Audits may include an examination of all disciplines and tasks which are involved with or support Shuttle launch and landing operations, hardware and software production and maintenance, safety and quality assurance, logistics, procurements and operations. These descriptions are illustrative only and shall not be construed as any limitation on the Government’s right to conduct an audit of the Buyer, the Seller, and the Seller’s subcontractors to determine performance on this contract.
 - (b) The Government shall have the right to audit the Seller and the Seller’s cost-reimbursement subcontractors (with values exceeding \$1,000,000) to determine compliance with the requirements of this contract. One purpose of these audits is to afford the Government insight into and understanding of Seller and selected Seller subcontractor processes and procedures to determine whether the

- processes or procedures (1) adversely affect safety; (2) are not within contract performance standards; or (3) adversely affect future launch schedules.
- (c) The Government or the Buyer may schedule fact-finding meetings with the Seller and subcontractors as necessary to discuss issues requiring Government insight. Scheduling and format of these meetings shall indicate whether exchange of information will be required, and the number and expertise of Buyer, Seller, and Seller's subcontractor personnel who shall attend the meetings. When requested by the Contracting Officer or designee, the Seller and subcontractors shall provide necessary support to the Government when it audits the Seller or subcontractor and for the Government-Buyer-Seller-Seller's subcontractor meetings. The purpose of these meetings is to understand the findings of the Government audits. The parties understand and agree that no direction from the Government or constructive change to the contract shall result from any of these meetings.

H. GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS)
{Prime contract H.46}

The Seller is authorized use of the following RLLS in performance of this contract or any subcontract entered into under this contract:

1. Russian Translations
2. Russian Interpretations
3. Russian Language training
4. Russian Logistics services (both in the U.S. and in Russia), including a) Ground Services (e.g. airport pickup/drop-off, transportation between hotels and meeting locations); b) Meeting Services (e.g. coordination of schedules, agendas, and protocols); c) Hotel Reservations at the Renaissance Hotel - Olympic Penta in Russia; and d) Visa Coordination.

The Contracting Officer shall be promptly notified by the Seller, via the Buyer's Authorized Procurement Representative, upon identification of a need for RLLS. The Contracting Officer shall provide instructions as to the point of contact for submitting a request for RLLS. Failure of the Government to provide adequate or timely RLLS shall entitle the Seller to an equitable adjustment in all affected contract terms and conditions, exclusive of any adjustment to profit or fee. This provision, including this flow-down requirement, shall be inserted in all subcontracts where it is anticipated that RLLS may be necessary for contract performance.

I. ADDITIONAL EXPORT CONTROL REQUIREMENTS {Based on Prime contract H.47} This clause applies to Sellers and Licensors who are United States of America corporations, companies, partnerships, contractors, firms or businesses.

- A. US Export Control Laws and Regulations.** The Seller shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and NFS 1852.225-70 Export Licenses, in the performance of this contract. In the absence of available license exemptions/exceptions, the Seller shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- B. US Export Licenses/Authorizations.** The Seller shall be responsible for obtaining U.S. export licenses/authorizations, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at all NASA and Boeing installations, where the foreign person will have access to export-controlled technical data or software. The Seller, in coordination with Boeing Export Compliance, shall comply with the export process, as defined in this clause, whenever they export NASA owned contract deliverable property to International Partner locations under a NASA license or exception.

- C. **Forwarding Technical Data.** Forwarding technical data related to this contract, written or oral, on paper or electronic, to any other supplier located or incorporated in the United States of America, will include the following warning about U.S. export control laws. The warning will be printed electronically, stamped, or otherwise affixed in writing on the front page of the technical data. If there is any doubt about whether the data is technical or not, consider it to be technical and include the warning:
- “WARNING - Information subject to export control laws. This document, which includes any attachments and exhibits hereto, may contain information subject to International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR), which may not be exported, released, or disclosed to foreign nationals inside or outside the United States, without first obtaining an export license. Violators of ITAR or EAR may be subject to a penalty of ten years imprisonment and a fine of \$1,000,000, under Title 22, United States Code (U.S.C.), Section 2778, Control of Arms Exports and Imports, and Title 50 U.S.C., Appendix 2410, Violations. Include this notice with any reproduced portion of this document.”
- D. **Export Control Functions and Procedures.** The Seller and the Seller’s subcontractors/suppliers shall provide export control functions for all hardware, software and data requiring export in the execution of contract responsibilities. If applicable, the Seller and the Seller’s affected subcontractors/suppliers shall establish export control procedures that are compliant with applicable Department of Commerce and Department of State regulations.
- E. **Reporting of Potential Issues.** The Seller and the Seller’s subcontractors/suppliers shall report to the NASA JSC Export Services Team (EST), in writing, and the Boeing Export Compliance office by copy, any potential export issues (including those related to support of sustaining engineering and operations of ISS) that cannot be resolved by the Seller. Such report and/or notification of issues and technical tasks should be reported to the NASA JSC EST at least three months in advance of requested action. The copy to Buyer shall be identified as NAS15-10000 {the number of this contract}. The document shall be in Microsoft Word or Microsoft Excel. The document shall be submitted and maintained electronically. The Seller and the Seller’s subcontractors/suppliers shall maintain copies of the documents in accordance with U.S. Export Regulations.
- F. **Reporting of Unforeseen Issues.** Upon discovery of unforeseen adverse export issues, the Seller shall immediately notify NASA JSC EST by telephone or email of said issue and shall report to the NASA JSC EST, in writing, as the facts become known. The Boeing Export Compliance office shall be provided a copy of all e-mail and written follow-up correspondence and a summary of all telephone conversations. The copy to Buyer shall be identified as NAS15-10000 {the number of this contract}. The document shall be in Microsoft Word or Microsoft Excel. The document shall be submitted and maintained electronically. The Seller and the Seller’s subcontractors/suppliers shall maintain copies of the documents in accordance with U.S. Export Regulations
- G. **Flowdown.** The Seller shall be responsible for ensuring that the provisions of this clause apply to the Seller’s subcontractors/suppliers located or incorporated in the United States of America.
- H. **Export Records.** The Seller or the Seller’s subcontractors/suppliers shall keep those records required by Department of Commerce and Department of State regulations for all exports and make them available upon request to Buyer, NASA, NASA’s representatives, and auditors.
- I. **Self Audits.** If exporting, the Seller and the Seller’s subcontractors/suppliers shall perform self annual audits of their export control processes and provide written audit results to Boeing Data Management marked NAS15-10000 {the number of this contract} SDRL SS-EC-002. Audits should include a thorough examination of all export control processes associated with this contract, areas for improvement (if any), and corrective action plans for identified areas of improvement. Affected Sellers are required to do their own self-audits and report the results of the audit to Boeing Data

Management marked NAS15-10000 {the number of this contract} SDRL SS-EC-002. Prior to audit completion, inclusion of informal statuses to the Boeing Export Control Office is optional and might prove useful in the success of this effort. The content should be as follows: (1) Define your current audit processes. (2) Document the export control processes audited and audit findings. (3) Based on audit findings, include corrective action plans for any processes identified for improvements and notification of when the correction of any non-conformances has been completed. The document shall be in Microsoft Word or Microsoft Excel. The document shall be submitted and maintained electronically. The submission date shall be July 31 of each year.

- J. **Use of NASA Export License Exceptions of Exemptions.** The remainder of this clause applies if the Seller or any of the Seller's subcontractors/suppliers at any tier use Department of Commerce or Department of State export licenses obtained by NASA or use any NASA export license exceptions or exemptions as they apply to the International Space Station Program. These requirements, do not apply to Seller or Seller's subcontractors/suppliers commercial contract related exports or exports pursuant to Technical Assistance Agreements or other license authorizations received by the Seller or Seller's subcontractors/suppliers and for which the Seller or Seller's subcontractors/suppliers will be the exporter of record (USPPI).
1. **Approval.** A minimum of 15 working days prior to export, the Seller and any Seller subcontractor/supplier exporting on behalf of NASA must obtain approval from NASA JSC through Boeing Export Compliance by following the Advance Notification of Shipment (ANS) process described below.
 2. **Classification and Need For License.** Before effecting an export on behalf of NASA, the Seller and any Seller subcontractor/supplier shall determine the classification recommendation of the item(s) or document(s) and whether it needs an export license. If required, the Seller shall provide additional technical rationale supporting the classification, as requested by Buyer. If an export license is not in place the Seller will be required to work with Buyer to have NASA obtain the license.
 3. **Notification Contents.** Formal letter, fax or email is sufficient, addressed to the Boeing Export Compliance Office, and must include the details listed below.
 - (a) NASA license number (include date of expiration) or license exception/exception.
 - (b) Quantity and description as it appears on the applicable license.
 - (c) Date of planned shipment (and expected date of return if not a permanent export).
 - (d) Origin of export (Company and city).
 - (e) Destination of shipment (Country, city and company).
 - (f) Point of contact (for technical questions – must be a representative of the originating shipper).
 - (g) Export Classification Control Number (ECCN) or category under Export Administration Regulations or United States Munitions List regulations.
 - (h) Rationale for classification.
 - (i) Requirement to export (i.e., MOU, contract number, meeting minutes). The Seller may be asked to provide copy of the requirement.
 - (j) Additional information as necessary to clarify the export.This information shall be submitted electronically in Microsoft Word or Excel to Boeing Data Management marked NAS15-10000 {the number of this contract} SDRL SS-EC-001. The Seller shall maintain copies of the documents in accordance with U.S. Export Regulations electronically in Microsoft Word or Excel.
 4. **Use of JSC Form 1735.** A copy of the completed Pro Forma Invoice (JSC Form 1735) attached to an email is sufficient to meet this requirement as long as all required information above is also included.

5. **Response.** After all the information is submitted, Boeing will submit to NASA. NASA in turn will respond to Boeing within ten working days. Boeing will in turn respond to the Seller within two working days of receipt of the NASA response. Once approved, Buyer will provide the destination control statement to Seller for use on all export documentation.
 6. **Authorization to Export.** Included in the applicable export exceptions, the Seller or the Seller's subcontractors/suppliers are authorized to export hardware, software or data to ISS International Partner (IP) governmental offices that meet the conditions of license exception GOV (15 CFR 740.11(b)(2)(iii)(A)). When directed in writing by the Contracting Officer or designated representative, the Seller or the Seller's subcontractors/suppliers shall export on behalf of NASA, NASA specifically identified technical data, computer software, hardware, or defense services to a named foreign entity or person, in the manner and under the conditions provided for in the direction.
 7. **Temporary Exports.** For temporary exports, Seller or the Seller's subcontractors/suppliers shipping on behalf of NASA shall notify Boeing in writing within three business days of the date that the item was actually returned.
 8. **Copy of All Shipping Documentation.** For Verification of End Use, Seller or the Seller's subcontractors/suppliers shipping on behalf of NASA and using a NASA license or license exception or exemption, shall provide a copy of all shipping documentation within five business days of the shipment date to the Boeing Export Compliance office.
- J. **SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES** {Prime contract H.48}
- (a) The Seller shall not subcontract with
 - (1) the Russian Aviation and Space Agency (Rosaviakosmos),
 - (2) any organization or entity under the jurisdiction or control of Rosaviakosmos, or
 - (3) any other organization, entity, or element of the Government of the Russian Federation.
 - (b) "Organization or entity under the jurisdiction or control of Rosaviakosmos" means an organization or entity that
 - (1) was made part of the Russian Space Agency upon its establishment on February 25, 1992;
 - (2) was transferred to the Russian Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;
 - (3) 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
 - (4) is a joint stock company in which the Russian Aviation and Space Agency or Russian Space Agency has at any time held controlling interest.
 - (c) The Seller shall obtain the Contracting Officer's permission, via the Buyer's Authorized Procurement Representative, to subcontract with any Russian entity or with any other entity performing any part of the contract in the Russian Federation. The Seller shall support such a request with facts (and, if requested, supporting documentation) sufficient to establish to the Contracting Officer's satisfaction that the entity with which the Seller seeks permission to subcontract is not an entity described in paragraphs (a) and (b).
 - (d) The Contracting Officer may direct the Seller to provide the information required under paragraph (c) for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Seller to terminate for convenience any subcontract at any tier with an entity described in paragraphs (a) and (b), subject to an equitable adjustment.

(e) The Seller shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier.

K. **HUMAN SPACE FLIGHT ITEM** {implements NASA FAR Supplement 18-52.246-73 (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.

L. **PACKAGING, HANDLING, STORAGE AND TRANSPORTATION OF FLIGHT HARDWARE.**
This clause only applies to Flight Hardware. This clause does not apply to commercial items or commercial components, as those terms are defined at FAR 52.202-1, unless they have undergone modifications, screenings or tests that are unique to items sold to NASA.

(1) Seller shall identify all special handling requirements associated with hardware, firmware, materials, devices, items, goods, and articles classified as Flight Hardware (or any similar designation of use in space or use on orbit, such as "ITEMS FOR SPACE FLIGHT USE") (hereinafter referred to as "Flight Items" or "Flight Hardware") purchased or leased on this contract. This identification shall be made on both the shipping document (or as an attachment to the shipping document) and on correlating packaging labels, placards, or large legible printed markings on the exterior of the packaging itself, designed to alert those handling, transporting, shipping, receiving, moving, stacking, un-stacking, storing or processing (hereinafter referred to as "Handling") the Flight Items after the Flight Items leave the Seller's facility. If the Seller does not have labels that meet the intent of this clause, the Buyer will supply the required labels. Special Handling requirements include, but are not limited to, the following considerations:

(A) Special Handling instructions (where necessary to prevent damage or deterioration) such as hardware specific packaging/handling documentation or instructions to fork lift operators on how to lift the Flight Item without damaging the Flight Item, "Do not drop", or "this end up" arrows.

(B) Electrostatic discharge (ESD) sensitive item warnings, for example, "Flight hardware; Electrostatic Discharge Sensitive (ESDS), handle IAW MILSTD-1686" or "EEE Part(s); ESDS Device; EMI shielding required".

(C) Temperature range limitations (where the item could be damaged if exposed to temperatures between minus 25 degrees Fahrenheit (F) and 125 degrees F during transportation or between 68 degrees F and 82 degrees F during storage).

(D) Humidity range limitations (where the item could be damaged if exposed to humidity greater than 70% relative humidity (RH)).

(E) Fragile item warnings (where the item is fragile or requires shock recorders or indicators during Handling).

(F) Minimum or maximum bend radius or radii limitations (where a flexible Flight Item could be damaged if excessively bent or folded while being Handled).

(G) Cleanliness requirements or warning not to open except in a Clean Room environment (where the Flight Item is precision cleaned or for any reason should only be opened in a Clean Room environment).

(2) Flight Items that will be stowed for flight with no further processing shall be delivered ready for flight stowage by the Seller and annotated on the shipping document, i.e., "ready for flight; no further

- processing required". The fact that the item has been packaged with certified flight material(s) shall be marked in some manner on the inner packaging. If it is not feasible to mark the innermost packaging as flight certified material, then a note on the packaging material that is to be removed just prior to stowage shall state "Remove [insert items to be removed] before flight/stowage" OR "Remove [insert items to be removed] before flight/stowage except for [insert exceptions]".
- (3) In the event Buyer provides specific labels, those labels shall be applied in accordance with the accompanying instructions to the packaging containing the Flight Items for which the labels were provided.
 - (4) If no special Handling requirements apply to the Flight Item, the Flight Item shipping documentation shall state "No Special Handling Requirements" or words to that effect.
 - (5) The Seller's packaging specifications or procedures may be utilized if they are (a) not in conflict with cited Government specifications and (b) approved in writing by the Contracting Officer. In the event of any conflict between Government, Buyer, and Seller specifications or procedures, the Government documents shall take precedence over all else, and Buyer documents shall take precedence over Seller specifications or procedures.
- M. **CHANGE IN PRIME CONTRACTOR** {Implements prime contract Schedule I clause H.72}. In the event the Buyer is not selected for the International Space Station follow-on contract, upon the termination or expiration of International Space Station prime contract NAS15-10000, the remaining effort under this contract may, at NASA's option, be transferred via a novation agreement or other mutually agreeable method to the successor contractor selected by NASA or to NASA. The Seller hereby agrees to execute a reasonable mutually agreeable novation agreement between itself, the Buyer, and the successor contractor or the United States of America Government. The Seller hereby agrees to negotiate promptly and in good faith until agreement on the novation agreement or other mutually agreeable method of change of buyer is reached.
- N. **SUPPORT FOR GOVERNMENT INSPECTION AND ACCEPTANCE (DD FORM 250) AT SOURCE**
- (1) In the event of inspection (CQA) and/or acceptance requirements to be performed by the US Government at the Seller or a subcontractor of the Seller (e.g. direct shipment to NASA or delivery-in-place), Buyer shall prepare the DoD FAR Supplement 253.303-250 DD Form 250, Material Inspection and Receiving Report (DD Form 250) and furnish the prepared DD Form 250 to the Seller for presentation to the Buyer Source Inspection Representative or US Government Representative as directed by the Buyer.
 - (2) Seller shall support Buyer's DD Form 250 preparation effort by promptly providing, upon request, the following information:
 - (A) Estimated date the shipment will be made available for buyer/government inspection,
 - (B) Cage Code and complete street address of the "shipped from" location,
 - (C) The Federal Stock Number (FSN), or non-catalog number and, if applicable, prefix or suffix, for each item. Other needed identification such as the manufacturer's name or Federal Supply Code (as published in Cataloging Handbook H4-1), and part number. The descriptive noun of the item nomenclature and, if provided, the Government-assigned management/material control code. In the case of equal-kind supply items, the description without regard to kind (e.g., "Resistor"). Size, quantity, and type information. Make, model, serial number, lot, batch, hazard indicator, and/or similar description,

- (D) Estimated gross shipping weight in pounds, quantity of packages, and, if more than one package will be used, the package number and contents of each package,
 - (E) Any special handling instructions/limits for material environmental control (e.g., temperature, humidity, aging, freezing, and shock),
 - (F) Whether Government-furnished property (GFP) is included with or incorporated into each item,
 - (G) For items shipped with missing components, the FSN or comparable identification, Quantity , Estimated Value , and Authority, for each missing component, and
 - (H) Whether each item is a component that was short on a prior shipment, and, for components that were short on a prior shipment, the date of the prior shipment.
- (3) The Seller shall enclose the Buyer specified number of copies of the Buyer furnished DD Form 250 in the lowest numbered package of the shipment or seal them in a waterproof envelope, which shall be securely attached to the exterior of the lowest numbered package of the shipment in the most protected location. If there is more than one package in the shipment, the Seller shall print the words "CONTAINS DD FORM 250" on the package containing the DD Form 250.