

**CUSTOMER CONTRACT REQUIREMENTS**  
**CCtCap**  
**CUSTOMER CONTRACT NNK14MA75C**

**CUSTOMER CONTRACT REQUIREMENTS**

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

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

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

**52.203-7 Anti-Kickback Procedures** (OCT 2010). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$150,000.

**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 (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. 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.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

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

**52.203-14 Display of Hotline Poster(s)** (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

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

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

information system.

**52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards** (JUL 2013). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government CCR database in accordance with 52.204-7. The required information of 52.204-10 will be made public."

**52.204-13 System for Award Management Maintenance** (JUL 2013).

**52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION** (MAY 2011).

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (AUG 2013). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

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

**52.215-2 Audit and Records - Negotiation** (OCT 2010). This clause applies only if this contract exceeds \$150,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications** (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

**52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications** (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

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

**52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate IV** (OCT 2010).

**52.219-8 Utilization of Small Business Concerns** (JUL 2013).

**52.219-9 Small-Business Subcontracting Plan Alternate II** (OCT 2001). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance.

**52.219-28 Post-Award Small Business Program Representation** (JUL 2013). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."

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

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

**52.222-26 Equal Opportunity** (MAR 2007).

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

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

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

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

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

**52.222-54 Employment Eligibility Verification** (AUG 2013). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

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

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

**52.227-1 Authorization and Consent** (DEC 2007).

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

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

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

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

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

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

**52.244-6 Subcontracts for Commercial Items** (JUL 2013). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

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

**52.245-1 Government Property Alternate I** (APR 2012). This clause applies only if Government property is acquired or furnished for contract performance. The Government-Owned Property article in GP4 is hereby deleted.

**52.253-1 Computer Generated Forms** (JAN 1991).

**2. NASA FAR Supplement Clauses** NASA Contracts. The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

**1852.204-76 Security Requirements for Unclassified Information Technology Resources** (JAN 2011). This clause applies if this contract meets the requirements of paragraph b. of this clause.

**1852.211-70 Packaging, Handling, and Transportation** (SEP 2005).

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

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

**1852.223-72 Safety and Health (Short Form)** (APR 2002). This clause applies only if this contract exceeds \$3,000.

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

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

**1852.225-71 Restriction on Funding Activity with China** (FEB 2012). In (c) "Contracting Officer" means Buyer.

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

**1852.227-14 Rights in Data - General** (JAN 1980). 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.

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

**1852.227-72 Designation of New Technology Representative and Patent Representative** (JUL 1997). The new technology representative (if any) will be designated in this contract. This is applicable to this contract if it includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

**1852.228-76 Cross-Waiver of Liability for International Space Station Activities** (OCT 2012).

**1852.237-72 Access to Sensitive Information** (JUN 2005).

**1852.237-73 Release of Sensitive Information** (JUN 2005). This clause applies only if Seller may be required to furnish sensitive information in performance of this contract. Throughout the referenced clause, "this proposal" means Seller's proposal, and "this contract" means the contract between Buyer and Seller.

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

**1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors** (JAN 2011). Seller will submit annual reports to Buyer no later than October 15th.

**1852.245-74 Identification and Marking of Government Equipment** (JAN 2011). In paragraph (a), "Government" means Government or Buyer and "NASA Industrial Property Office" means Buyer or NASA Industrial Property Office if Seller delivered the equipment directly to the Government. Delete paragraph (d), and insert the following in lieu thereof: The data required in paragraph (c) and (d) of this clause should be delivered to Buyer, and to the NASA Center where Seller delivered equipment, if applicable.

**1852.245-78 Physical Inventory of Capital Personal Property** (JAN 2011).

**1852.246-73 Human Space Flight Item** (MAR 1997).

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

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

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

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (AUG 2013). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

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

**52.222-26 Equal Opportunity** (MAR 2007).

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

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

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

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

**52.222-54 Employment Eligibility Verification** (AUG 2013).

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

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (AUG 2011).**52.225-26 Contractors Performing Private Security Functions Outside the the United States** (JUL 2013).

**52.244-6 Subcontracts for Commercial Items** (JUL 2013). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

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

**1852.204-76 Security Requirements for Unclassified Information Technology Resources** (JAN 2011). This clause applies if this contract meets the requirements of paragraph b. of this clause.

**1852.211-70 Packaging, Handling, and Transportation** (SEP 2005).

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

**1852.223-72 Safety and Health (Short Form)** (APR 2002). This clause applies only if this contract exceeds \$3,000.

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

**1852.225-71 Restriction on Funding Activity with China** (FEB 2012). In (c) "Contracting Officer" means Buyer.

**1852.227-14 Rights in Data - General** (JAN 1980). 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.

**1852.227-72 Designation of New Technology Representative and Patent Representative** (JUL 1997). The new technology representative (if any) will be designated in this contract. This is applicable to this contract if it includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

**1852.228-76 Cross-Waiver of Liability for International Space Station Activities** (OCT 2012).**1852.237-72 Access to Sensitive Information** (JUN 2005).

**1852.237-73 Release of Sensitive Information** (JUN 2005). This clause applies only if Seller may be required to furnish sensitive information in performance of this contract. Throughout the referenced clause, "this proposal" means Seller's proposal, and "this contract" means the contract between Buyer and Seller.

**1852.244-70 Geographic Participation in the Aerospace Program** (APR 1985). This clause applies only if this contract is for

\$100,000 or more.

**1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors** (JAN 2011). Seller will submit annual reports to Buyer no later than October 15th.

**1852.245-74 Identification and Marking of Government Equipment** (JAN 2011). In paragraph (a), "Government" means Government or Buyer and "NASA Industrial Property Office" means Buyer or NASA Industrial Property Office if Seller delivered the equipment directly to the Government. Delete paragraph (d), and insert the following in lieu thereof: The data required in paragraph (c) and (d) of this clause should be delivered to Buyer, and to the NASA Center where Seller delivered equipment, if applicable.

**1852.245-78 Physical Inventory of Capital Personal Property** (JAN 2011).

**1852.246-73 Human Space Flight Item** (MAR 1997).

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

#### **H.26 Mishap Reporting .**

#### **H.26 MISHAP REPORTING**

(a) Definitions, as used in this clause,

- (1) NASA Personnel: any person employed by NASA, or other Government personnel performing services on behalf of NASA.
- (2) NASA Operations: any activity or process that is under NASA direct control or includes major NASA involvement.
- (3) NASA Mishap: is an unplanned event that results in at least one of the following:
  - (i) Injury to non-NASA personnel, caused by NASA operations.
  - (ii) Damage to public or private property (including foreign property) not under the ownership or control of the Contractor and/or its subcontractors under this contract, caused by NASA operations or NASA-funded development or research projects.
    - (i) Damage to Property (including foreign property) under the ownership or control of the Contractor and/or its subcontractors under this contract, caused by NASA operations.
    - (ii) Occupational injury or occupational illness to NASA personnel.
    - (iii) Mission failure of any Flight Test or PCM before the scheduled completion of the planned primary mission.
    - (iv) Destruction of, or damage to, NASA property or NASA equipment.
- (1) Close Call: an event in which there is no injury, or only minor injury requiring first aid, and/or no equipment/property damage or minor equipment/property damage (less than \$20,000), but which possesses a potential to cause a mishap.
- (2) Exposure:
  - (i) Vulnerability of population, property, or other value system to a given activity or hazard; or
  - (ii) Other measure of the opportunity for failure or mishap events to occur.
- (3) Lost Time Injury/Illness: a nonfatal traumatic injury that causes any loss of time from work beyond the day or shift it occurred; or a nonfatal nontraumatic illness/disease that causes disability at anytime.
- (4) Mission Failure: a mishap of whatever intrinsic severity that prevents the achievement of the success criteria or objectives as identified in the applicable Flight Test Plan or determined by clause H.21 *Post Certification Mission Success Determination*.
- (5) Serious Injury: any injury resulting from a mishap in which any one or more of the following apply:

(i) Requires hospitalization for more than forty-eight (48) hours, commencing within seven (7) days from the date the injury was received.

(ii) Results in a fracture of any bone (except simple fractures of fingers, toes, or nose).

(iii) Causes severe hemorrhages or nerve, muscle, or tendon damage.

(iv) Involves any internal organ.

(v) Involves second- or third-degree burns, or any burns affecting more than five (5) percent of the body surface.

(1) Substantial Damage to property or equipment: damage or failure which adversely affects the structural strength, performance, or operational characteristics of the property or equipment, and which would normally require major repair or replacement of the affected component(s).

(a) The Seller shall notify and promptly report to the Contracting Officer, through Buyer, or a designee, any of the following associated with any work performed under this Contract:

(1) Close Calls involving NASA personnel, NASA property, or NASA equipment.

(2) Exposures involving NASA personnel, NASA property, or NASA equipment, which could result in fatality; lost-time occupational injury; or occupational disease.

(3) NASA Mishaps, which result in serious injury; fatality; lost-time occupational injury; occupational disease; any environmental damage; any mission failure; or substantial damage to or loss of equipment or property damage of at least \$50,000.

(b) The Seller shall conduct a mishap investigation for any event that meets paragraph (b) requirements. The Seller shall allow NASA participation in the investigation, and make all data and resulting reports available to NASA. The Seller is not required to include in any report an expression of opinion as to the fault or negligence of any employee.

(1) If Seller conducts a mishap investigation in the performance of activities not under this contract, but relevant to the CTS design, production and operations, Seller shall make available to NASA all data and resulting reports.

(c) Seller shall maintain the data of any mishap investigation referenced above for the term of this Contract plus three (3) years.

(d) NASA may investigate any NASA mishaps or close calls that involve NASA personnel, equipment, or property, that occur in the performance of this contract in accordance with CCT-PLN-1010, *Mishap Preparedness and Contingency Plan for Commercial Crew Program*. Seller shall provide personnel support and data, as necessary, to support a NASA investigation.

(e) When applicable, Seller shall support a Commission appointed by the President per 51 U.S.C Section 70701 *et seq.*

### **H.30 HAZARDOUS OPERATIONS**

(a) Definitions, as used in this clause

(1) Hazardous Operations: any operation or other work activity that, without implementation of proper mitigations, has a high potential to result in loss of life, serious injury to personnel or public, or damage to property due to the material or equipment involved or the nature of the operation/activity.

(2) Hazardous Flight Operations: any Hazardous Operations performed on this contract that affect the CTS or its elements; and occur between initiation of tanking of the CTS, and post-detanking or post-flight safing. Hazardous Flight Operations may be initiated by Government or Contractor Flight Crew, Government or Contractor Ground Controllers, Government or Contractor Closeout Crew, Government or Contractor Recovery Personnel, or software.



(3) Hazardous Ground Operations: any Hazardous Operations performed on this contract, other than Hazardous Flight Operations.

(b) All Hazardous Flight Operations conducted in the performance of this contract shall be reviewed and approved through the Commercial Crew Program and/or International Space Station Program safety review processes.

(c) All Hazardous Ground Operations under control of Seller or Subcontractor(s) in performance of this contract shall comply with all Federal, State, and Local requirements intended to mitigate risk to personnel, equipment, and property.

### **H.32 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES**

(a) Definitions: In this provision:

(1) The term "Russian entities" means:

(i) Russian persons, or

(ii) Entities created under Russian law or owned, in whole or in part, by Russian persons or companies including, but not limited to, the following:

(A) The Russian Federal Space Agency (Roscosmos),

(B) Any organization or entity under the jurisdiction or control of Roscosmos, or

(C) Any other organization, entity or element of the Government of the Russian Federation.

(2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to December 31, 2020, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act (INKSNA). This clause also implements section 6(a) and the exception in section 7(1)(B) of INKSNA that is applicable through December 31, 2020. NASA has applied the restrictions in INKSNA to include funding of Russian entities via U.S. Contractors.

(c) (1) The Contractor shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the Contracting Officer with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraph (a):

(i) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.

(ii) The Contractor shall provide certification that the subcontracting entity is not, at the date of the subcontract approval request, on any of the lists of proscribed denied parties, specially designated nationals and entities of concern found at:

BIS's Listing of Entities of Concern (see <http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>)

BIS's List of Denied Parties (see <http://www.bis.doc.gov/dpl/Default.shtm>)

OFAC's List of Specially Designated Nationals (Adobe® PDF format) (see <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>)

List of Unverified Persons in Foreign Countries (see <http://www.bis.doc.gov/Enforcement/UnverifiedList/>)

[unverified parties.html](#))

State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions (see <http://www.pmddtc.state.gov/debar059.htm>)

State Department's Lists of Proliferating Entities (see <http://www.state.gov/t/isn/c15231.htm>)

(2) Unless relief is granted by the Contracting Officer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer 30 business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, the Contractor shall provide the Contracting Officer with a report every six months that documents the individual payments made to an entity in paragraph (a). The reports are due on July 15th and January 15th. The July 15th report shall document all of the individual payments made from the previous January through June. The January 15th report shall document all of the individual payments made from the previous July through December. The content of the report shall provide the following information for each time a payment is made to an entity in paragraph (a):

- (1) The name of the entity
- (2) The subcontract number
- (3) The amount of the payment
- (4) The date of the payment

(e) The Contracting Officer may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Contractor to terminate for the convenience of the Government any subcontract at any tier with an entity described in paragraph (a), subject to an equitable adjustment.

(f) All work subcontracted to the Russian Federal Space Agency, any organization or entity under the jurisdiction or control of the Russian Federal Space Agency, or any other organization, entity or element of the Government of the Russian Federation must be completed on or before December 31, 2020. No payments for such work may be made by the Contractor to the subcontractor, or by NASA to the Contractor, after December 31, 2020. The Contractor is responsible for ensuring the completion of and payment for such subcontracted work in sufficient time to enable payment by NASA to the Contractor on or before December 31, 2020.

(g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the Contracting Officer to enter into any tier subcontract that involves entities defined in paragraph (a).

(h) Performance of this contract after December 31, 2020 may be subject to prohibitions on payments to Russian entities under INKSNA.