

CUSTOMER CONTRACT REQUIREMENTS
International Space Station
CUSTOMER CONTRACT NAS15-10000

CUSTOMER CONTRACT REQUIREMENTS

This Attachment constitutes the Government clauses contemplated by the Article titled "Government Clauses" within the General Provisions Document. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

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

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). This clause applies only if this contract exceeds \$100,000. 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.

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: "Seller will promptly submit any disclosure required (with written notice to Buyer) 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.

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006). The Contractor shall comply with agency personal identity verification procedures

identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

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 the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government

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

52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits 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). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), “Contracting Officer” shall mean Buyer and the phrase “upon request by the Contracting Officer” is deleted from the first sentence.

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)(4) 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 domestic 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, H004, 3050, 3051, 3066, or 3067 is included in this contract.

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

52.244-5 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 below apply regardless of whether or not this contract incorporates GP4. In paragraph (f), the first occurrence of the term “Government” shall mean “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.”

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 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, 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. Seller shall submit the requested data and supporting documentation to 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 comply 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. 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. Seller shall submit the requested data and supporting documentation to Buyer's Authorized Procurement Representative, prior to October 15 of each year. Unit prices of submitted data shall comply 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.** 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 of 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 NASA FAR Supplement clause 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. Seller shall submit all requests for non-interference, rent-free usage to Buyer's Authorized Procurement Representative. See NASA FAR Supplement 1852.245-80, Use of Government Production and Research Property on a No-Charge Basis, for a listing of non-interference, rent-free usage agreements already in effect.
- 52.245-2.11 Special Provision for Government Furnished Data.** {Prime contract H.16} Government Furnished Data shall in every respect be subject to the Government property clause of this contract.
- 52.245-18 Special Test Equipment (FEB 1993).** Change "30 days" to "75 days" in paragraphs (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to 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.
- 52.246-23 Limitation of Liability (FEB 1997).** This clause applies only if this contract requires the delivery of end items (supplies). This clause does not apply to items the contract specifically identifies as a "High Value Item" or "High Value Items".

52.246-24 Limitation of Liability–High Value Items (APR 1984). This clause shall apply only to those items identified in this contract as being subject to this clause. This clause applies only if this contract specifically identifies one or more items as a “High Value Item” or “High Value Items”.

52.246-25 Limitation of Liability–Services (FEB 1997). This clause applies only if this contract exceeds \$100,000 and requires delivery of services.

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). This clause only applies if this contract is cost reimbursement. 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 a Value Engineering Change Proposal is accepted by the Government, Seller’s share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller’s negotiated share of the net acquisition savings and collateral savings shall not reduce the Government’s share of concurrent or future savings or collateral savings. Buyer’s payments to Seller under this clause are conditioned upon Buyer’s receipt of authorization for such payments from the Government.

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

1852.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2002). 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.

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

1852.211-70 Packaging, Handling, and Transportation (JUN 2000). {Prime Contract D.1.}

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

1852.219-75 Small Business Subcontracting Reporting (MAY 1999). {Prime

contract I.11} This clause applies if FAR 52.219-9 is included in this contract.

1852.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business. {The following paragraphs implement Prime Contract Clause G.17 Socio-Economic Subcontracting Goals.}

1852.219-76.1 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, Seller shall comply with the subcontract plan incorporated herein pursuant to FAR 52.219-9 and with any approved Master Subcontracting Plan or DoD Comprehensive Subcontracting Plan Seller may have. Changes to the plan will be authorized only by contract modification. In contracts containing award fee, performance by Seller in exerting its best efforts to operate in accordance with this plan shall be a factor in determining award fee under this contract.

1852.219-76.2 Seller will be evaluated on its efforts toward achieving the percentages outlined in paragraph 1852.219-76.3 below, including trends and Seller's efforts to meet such goals. The percentages shall be calculated on a semiannual and annual basis and shall be based on the actual dollars paid to such businesses compared to the total actual expenditures for this contract.

1852.219-76.3 Subcontracting goals are expected to equal or exceed the following percentages (including lower-tier subcontracts) as measured by paragraph 1852.219-76.2 above:

22% Small businesses

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

5% Non-disadvantaged, women-owned small businesses

1% HUBZone located small businesses

1% Veteran-owned small businesses (VOSBs)

1% Service-disabled, veteran-owned small businesses (SDVOSBs)

1% 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.

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

1852.223-71 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.

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

1852.223-75 Major Breach of Safety or Security (FEB 2002) {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 Government Contracting Officer”.

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

1852.225-73 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 Numbers

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 QCI Samples 2000011-101, 2000023-101,
2000049-101,
2000015-103

Boeing-Huntsville F/O Combiners 2000023-101, 2000049-101

McDonnell Douglas FHRC Hoses 5843393-501

1852.227-14 Rights in Data–General (OCT 1995). This clause applies only if data will be produced, furnished or acquired under this contract, except for contracts for basic or applied research with universities or colleges.

1852.227-70 New Technology (MAY 2002). {Prime contract G.1 II} This clause only applies if this contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

1852.227-72 Designation of New Technology Representative and Patent Representative (JUL 1997) {Prime Contract G.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

1852.227-86 Commercial Computer Software Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

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

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

1852.237-70 Emergency Evacuation Procedures (DEC 1988)

1852.237-72 Access to Sensitive Information (Jun 2005)

1852.237-73 Release of Sensitive Information (Jun 2005)

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

1852.242-73 NASA Contractor Financial Management Reporting (JUL 2000). {Prime contract G.1 II} This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.

1852.242-75 Earned Value Management System (MAR 1999). This clause is applicable only if this contract specifies elsewhere that "Earned Value Management System" or "EVMS" applies to this contract. Insert in paragraph (f): Subcontracts valued at \$1,000,000 or more that, based on risk or schedule criticality, have the potential to impact the successful fulfillment of the contract requirements.

1852.244-70 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.

1852.245-70 Contractor Requests for Government-Owned Equipment (JUL 1997) (excluding paragraph (b)(3)). {Prime contract G.1 II} "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than September 30 of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of

the prior year's list.

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (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), follow the instructions accompanying FAR 52.245-2.

1852.245-80 Use of Government Production and Research Property on a No-Charge Basis (MAR 1989). {Prime contract G.7} Contract Numbers: NAS8-50000; NAS8-50001; NAS9-02099; NAS10-02007; and NAS9-02098.

1852.246-73 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 contract, 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 FAR 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.

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

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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

52.227-14 Rights in Data—General (JUN 1987), Alternate II (JUN 1987), Alternate III (JUN 1987), Alternate V (JUN 1987), as modified by NASA FAR Supplement 1852.227-14 Rights In Data—General (OCT 1995). This clause applies only if data will be produced, furnished or acquired under this contract.

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

1852.227-14 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.

1852.227-86 Commercial Computer Software Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

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

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

4. Cost Accounting Standards.

- A. (Applicable if this contract incorporates clause H001 or 3050). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 or 3050 is the version dated April 1998.
- B. (Applicable if this contract incorporates clause H002, 3051, or 3067). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002, 3051, or 3067 is the version dated April 1998.
- C. (Applicable if this contract incorporates clause H003 or 3065). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 or 3065 is the version dated August 1992.
- D. (Applicable if this contract incorporates clause H004 or 3066). The version of FAR 52.230-5, Cost Accounting Standards—Educational Institution, incorporated by clause H004 or 3066 is the version dated April 1998.

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

A. Technical Information Releases and Publications. {Prime contract H.4}

1. 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, Seller shall assure that an advance information copy of the presentation or article is sent to the Space Station Program Office (SSPO) to have the benefit of advance information concerning accomplishments of interest, and will provide the SSPO an opportunity to make suggestions to Seller concerning revisions if it is considered that such comments might be useful to Seller to help ensure 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.

2. The advance information copy may be submitted in the format or medium to be utilized in its ultimate release.
3. 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} 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 contemplate 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 IP 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, Seller agrees as follows:
 - (a) If Seller is requested by an IP contractor to submit a proposal for any item being supplied under this contract, 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.), Seller’s estimate of the items may vary to the extent of such different circumstances.
 - (b) Each proposal provided to an IP 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 IP 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. {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).

1. This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.
2. “Hazardous materials,” for the purposes of this clause, consist of the following:

- (a) Those materials defined as “highly hazardous chemicals” in the Occupational Safety and Health Administration Process Safety Management Regulation, 29 C.F.R. 1910.119, without regard to quantity.
 - (b) Those “extremely hazardous substances” subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 C.F.R. Part 355, without regard for quantity.
 - (c) Those “hazardous substances” subject to the release notification requirements under Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 C.F.R. 302.4, without regard for quantity.
 - (d) Any radioisotope material or device that produces ionizing radiation.
 - (e) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
 - (f) Any explosive or any pyrotechnics.
 - (g) Any pesticide.
3. Seller shall develop and maintain an inventory list of the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of this contract.
 4. Seller shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
 5. Seller shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
 6. Seller shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
 7. Seller shall insert the substance of this clause, including this paragraph 7, with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
 8. In the event Seller fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

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 NASA Chief Information Officer has established the criteria for this skills assessment. The objectives and procedures for this certification can be obtained by contacting the IT Security Awareness and Training Center at (216) 433-2063.

System administrators are those who provide IT services, network services, files storage, web services, etc., to persons other than themselves and take or assume the responsibility for the security and administrative controls of such services or machines. Lead system administrators have 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. Individuals that have full access or arbitrative 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. Individuals only servicing themselves are not required to obtain a System Administrator Certification.

E. (Limited) Release of Contractor Confidential Business Information (CBI).
{Prime contract H.42}

Reserved.

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.

1. For purposes of this clause, "Data" means recorded information, regardless of the form or media on which it may be recorded by 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 subcontractors performing under this contract. The term is limited to data that is archived as a normal part of Seller's performance.
2. 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.
3. 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.

4. 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 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.
 5. 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.

1. Definitions. For the purpose of this contract, the following definitions apply:

“Insight” 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” means continual monitoring and verification of the status of manufacturing, testing, and processing of Space 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” 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 Buyer, Seller, and Seller’s subcontractors to determine performance on this contract.

2. The Government shall have the right to audit Seller and 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.
3. The Government or Buyer may schedule fact-finding meetings with Seller and Seller’s 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, 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}

Seller is authorized to use 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 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 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.

H.48 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES (MOD 1355 (S/A))

(a) Definitions: In this provision:

i) The term "Russian entities" includes the following:

- (1) The Russian Federal Space Agency (Roscosmos),
- (2) Any organization or entity under the jurisdiction or control of Roscosmos, or
- (3) Any other organization, entity, or element of the Government of the Russian Federation.

ii) The term "Organization or entity under the jurisdiction or control of Roscosmos" means an organization or entity that:

- (1) Was made part of the Russian Federal Space Agency upon its establishment on February 25, 1992;
- (2) Was transferred to the Russian Federal 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 Federal 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 Federal Space Agency has at any time held controlling interest.

iii) The term “extraordinary payments” means payments in cash or in kind made or to be made by the United States Government prior to January 1, 2012, 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 Iran and Syria Nonproliferation Act (the Iran Nonproliferation Act as amended by the Iran Nonproliferation Amendments Act of 2005) to allow extraordinary payments prior to January 1, 2012 to Russian entities in connection with the International Space Station. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. contractors.

(c)(i) The Contractor shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer. Any costs incurred under subcontracts with Russian entities shall be deemed an unallowable cost unless the contractor or subcontractor has obtained prior written approval from the Contracting Officer to enter into such subcontracts. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraph (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):

- (1) 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.

- (2) The contractor shall provide certification that the subcontracting entity is not on any of the denied parties, specially designated nationals and entities of concern lists found at: <http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html> as of the

date of the subcontract approval request.

Denied Parties, Specially Designated Nationals and Entities of Concern

[BIS's Listing of Entities of Concern](#)

[BIS's List of Denied Parties](#)

[Debarred Parties Listing](#)

[OFAC's List of Specially Designated Nationals](#) (Adobe PDF format)

[List of Unverified Persons in Foreign Countries](#)

<http://www.state.gov/t/isn/c15231.htm>

(ii) 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 which documents the individual extraordinary payments made to an entity in paragraph (a). The reports are due on July 15th and January 15th. The July 15th report should document all of the individual extraordinary payments made from the previous January through June. The January 15th report should document all of the individual extraordinary payments made from the previous July through December. The content of the report shall provide the following information for each time an extraordinary payment is made to an entity in paragraph (a):

- (i) The name of the entity
- (ii) The subcontract number
- (iii) The amount of the payment
- (iv) The date of the payment

(e) The Contracting Officer may direct the Contractor to provide additional general information for any other prospective or existing subcontract at any tier. The Contractor is not responsible for performing independent audits or business reviews of a proposed entity for the purposes of compliance with this clause. 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 paragraphs (a), and such action may be subject to an equitable adjustment.

(f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after January 1, 2012 the contractor shall be responsible to make payments to entities defined in paragraphs (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 31, 2011.

(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 lower tier subcontract that involves entities defined in paragraph (a).

I. Additional Export Control Requirements. {Prime contract H.47}

In addition to the requirements set forth in NASA FAR Supplement 1852.225-70, Export Licenses, Seller shall perform the following tasks when it facilitates exports of NASA hardware, software or technical data according to the Export Administration Regulations, International Traffic in Arms Regulations or any other U.S. export control regulations (e.g., Nuclear Regulatory Commission, Drug Enforcement Agency etc.) pursuant to this contract:

1. Provide to the Johnson Space Center (JSC) Export Services Team (EST), in writing, an Advanced Notification of Export (ANE) for all program related exports (hardware, software and technical data) where NASA is considered the U.S. Principal Party in Interest (USPPI). The requirements below shall be met by Seller and its subcontractors, respectively, when accomplishing the following activities:
 - (a) Submitting requests for NASA to apply for an export license with the Department of Commerce or Department of State for use under the contract activity in support of the International Space Station Program.
 - (b) Submitting notice of Seller's intent to use Department of Commerce or Department of State export licenses obtained by NASA as they apply to the contract activity in support of the International Space Station Program.
 - (c) Submitting notice of Seller's intent to use any export license exceptions or exemptions as they apply to the contract activity in support of the International Space Station Program.
2. For all program related exports (hardware, software or technical data), submit the equivalent information described below to the Center Export Administrator (CEA) at the geographically closest NASA Space Flight Center (JSC, Marshall Space Flight Center (MSFC) or Kennedy Space Center (KSC)) according to the policies and procedures of that center (check with the cognizant Contracting Officer or CEA). A courtesy copy of equivalent information submitted to MSFC or KSC shall be provided to the JSC CEA's office. Provide copies of shipping documents for shipments made under a NASA Export License, exemption or exception to the appropriate CEA within two weeks after the shipment.
 - (a) Seller shall submit requests for NASA to apply for a license at least 7 months prior to the need date to export. Note that the agencies, which approve the licenses, can take up to 6 months or more to process them.
 - (b) Seller shall submit an ANE in a formal letter, fax or e-mail (e-mail is preferred), containing the information described below (as applicable), addressed to the CEA's Office in accordance with the submission schedule below. The schedule provides a minimum amount of time required to

process the information, however license requests may take longer than 6 months to process by the controlling agency.

Required Information	License Application	Use of License	Use Exemption/Exception
Submission Schedule	7 months prior to need date	At least 30 days prior to planned export date	At least 30 days prior to planned export date
Description of Commodity (as it appears on the license)	X	X	X
Specific End Use	X		X
1) NASA license number (include date of expiration), International Traffic in Arms Regulation (ITAR) license exemption (e.g. 125.4(b)(3)) or Export Administration Regulation (EAR) exception (e.g. GOV, RPL, TMP, ENC, etc.). *		X	X
2) Quantity and description as it appears on the applicable license.	X	X	X
3) Date of planned export	X	X	X
4) Origin of export (Company and city).	X	X	X

<p>5) Intermediate and Ultimate Consignees, End User (full name and address), and Destination of export (Country, city and company).</p>	<p>X</p>		
<p>6) Point of contact with current phone number and e-mail address (for technical questions – must be a representative of the</p>	<p>X</p>	<p>X</p>	<p>X</p>

contractor originating the export).			
7) Contractor Point of contact, current e-mail address and phone number for CEA's use to send response	X	X	X
8) Export Classification Control Number (ECCN) under the Export Administration Regulations or category under the United States Munitions List regulations	X		X
9) The technical rationale used to support the classification	X		X
10) Requirement to export (i.e., MOU, contract number, meeting minutes). Upon request by the CEA or CO, the contractor shall provide a copy of the requirement within 3 working days	X		X
11) Additional information as necessary to clarify the export	X	X	X
12) A copy of the completed Pro Forma Invoice (JSC Form 1735) or equivalent form/ document attached to an email if prepared for the export	X	X	X
13) A copy of the completed electronically signed JSC Form 1724 (Export Control Request and Approval Worksheet) or equivalent form	X Signed by Civil Servant -Export Rep	X Copy of Signed form	X Signed by Civil Servant - Export Rep
NASA Point of Contact	X		X
Specific End Use	X	X	X

- * Additional information is required for these exceptions:
- i. If using RPL, provide the license number, or copy of records confirming export authorization for the item being replaced.
 - ii. If using ENC, provide reference to the manufacturer's record verifying eligibility for ENC (e.g., full internet address (URL), e-mail from manufacturer or copy of Commerce Department communication to manufacturer).
 - iii. If using TMP, provide the expected return date. **
- (c) After all the information is submitted, the cognizant CEA's office will respond to Seller or its subcontractor with a status within ten (10) working days. It is the CEA's goal to provide a notice of approval or other disposition within 10 working days for "Use of License" and "Use of Exemption/Exception" to Seller or its subcontractors who are exporting on behalf of NASA. Once approved, NASA will provide the destination control statement to use on all export documentation via e-mail or hardcopy letter.
3. In addition to other applicable export exemptions, Seller or its subcontractors are authorized to export hardware, software or data to ISS International Partner (IP) governmental offices that meet the conditions of license exception GOV (15 C.F.R. 740.11(b)(2)(iii)(A)).
 4. ** For temporary exports (TMP), Seller or its subcontractors shipping on behalf of NASA shall submit written notice to the CEA and CO within five (5) business days of the date that the item was actually returned, along with the incoming documentation.
 5. Seller or its subcontractors shall keep those records required by Department of Commerce and Department of State regulations for all exports and make them available upon request to NASA and its representatives.
 6. These requirements do not apply to Seller commercial contract related exports or exports pursuant to Technical Assistance Agreements or other license authorizations received by the contractor or its subcontractors and for which the contractor or its subcontractors will be the USPPI and/or "exporter of record".
 7. These requirements do not apply to exports for which there is "No License Required" (e.g., EAR99, 9A004 to Canadian International Partners on ISS, etc.).
 8. Seller its subcontractors shall report to the NASA JSC EST, in writing, any potential export issues (including those related to support of sustaining engineering and operations of ISS) that cannot be resolved by Seller or its subcontractors, respectively. Such report and/or notification of issues and technical tasks should be reported to the NASA JSC EST at least three (3) months in advance of requested action.
 9. Upon discovery of unforeseen adverse export issues, Seller shall immediately notify NASA JSC EST by telephone with a follow up e-mail or hardcopy

letter of said issue and shall report to the NASA JSC EST, in writing, as the facts become known.

10. This clause applies when Seller or its subcontractors elect to export NASA-owned Government Furnished Equipment and Property (GFE, GFP) (including data, software or hardware). In such instances, Seller or its subcontractors are the USPPI. They shall provide verifiable evidence that a valid export license, exemption or exception has been processed and approved (as applicable). They shall also provide this information for additional property that is not GFE or GFP that Seller or its subcontractors elect to include with the GFE and GFP.

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

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. In the event of a direct conflict between this clause and a Statement of Work or Supplier Data Requirements List requirement, the Statement of Work or Supplier Data Requirements List requirement shall govern.

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 Seller's facility. If Seller does not have labels that meet the intent of this clause, 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 Seller and annotated on the shipping document, e.g., “ready for flight; no further processing required”. The fact that the item has been packaged with certified flight materials 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. 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. 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 Government at Seller or a subcontractor of 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 Seller for presentation to Buyer Source Inspection Representative or Government Representative as directed by 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.
 - (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. 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, Seller shall print the words "CONTAINS DD FORM 250" on the package containing the DD Form 250.

N. Security/Badging Requirements for Foreign National Visitors and Employees of Foreign Contractors. (JSC 52.204-91) (JAN 2006)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures.

No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/

representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

O. IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (JAN 2006)

At all times while on Government property, the contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:00 am to 4:00 pm on Saturday and Sunday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

P. ADMINISTRATIVE LEAVE (JSC52.242-94) (Sep2008)

[Applicable in services contracts where performance will be performed either on-site at JSC or within 10 miles of JSC. Please note that paragraph (b) of this Clause requires the negotiation of an advance agreement by the parties in some circumstances.]

The term "Contracting Officer" shall mean Buyer and the term "Contractor" shall mean Seller.

- (a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:
 1. Contractor personnel and its subcontractor personnel working on-site; and

2. Contractor personnel and its subcontractor personnel dedicated to the Contract effort who are
 - A. working off-site within 10 miles of JSC; and
 - B. unable to perform their Contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, contractor personnel and its subcontractors shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by Buyer or authorized representative.

- (b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds in accordance with the FAR clause 52.232-22 "Limitation of Funds Clause". The cost of salaries and wages to the contractor and its subcontractors for the period of any such excused absence shall be a reimbursable item of cost under this Contract for effected employees in accordance with contractor's established accounting policy.
 1. If a labor hour-based Contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this Contract for employees in accordance with contractor's established accounting policy.
 2. For fixed price Contracts based on other than labor hours for deliverables, the Contracting Officer and the contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
 3. All invoices requesting payment under this clause shall be prepared in accordance with contractor's established accounting procedures. This clause is not applicable to the contractor or their lower tier subcontractors who have adequate casualty damage insurance and or adequate suspended operations labor insurance as determined for each instance of a declared administrative leave. However, should the insurance as payer of first resort fail to cover costs of such leave, the coverage contained within this provision will then be applicable to the contractor and such subcontractors.

All invoices requesting payment under a labor hour or fixed price Contract shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-

commence.

- (c) The contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.”