

**CUSTOMER CONTRACT REQUIREMENTS
ARMED NRA RESEARCH & DEVELOPMENT
CUSTOMER CONTRACT NNL08AA16B - NNL08AB11T**

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 \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (Jul 1995). 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 \$100,000.

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

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007). This clause applies only if this contract exceeds \$100,000. 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." .

52.211-15 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.

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (Oct 2004). 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) (Jul 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

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

52.215-21 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.

52.216-7 Allowable Cost and Payment (Dec 2002)

52.216-8 Fixed Fee (Mar 1997)

52.219-8 Utilization of Small Business Concerns (May 2004).

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 (Mar 2007).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006). 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 (Sep 2006). This clause applies only if this contract exceeds \$25,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004). This clause applies only if this contract exceeds \$100,000.

52.222-50 Combating Trafficking in Persons (Aug 2007). In paragraph (d), the term “Contracting Officer” means Buyer, and in paragraph (e), the term “the Government” means Buyer. .

52.223-6 Drug Free Workplace (May 2001)

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

52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006).

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

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

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

52.227-14 Rights in Data - General (Dec 2007), as modified by NASA FAR Supplement 1852.227-14. This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.230-6 Administration of Cost Administration Standards (Apr 2005)

52.244-6 Subcontracts for Commercial Items (Mar 2007).

52.245-1 Government Property (Jun 2001), **Alternate 1** (Jun 2007)

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.

18-52.208-81 Restrictions on Printing and Duplicating (Nov 2004).

18-52.211-70 Packaging, Handling, and Transportation (Sep 2005).

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

18-52.223-7 Safety and Health (Short Form) (Apr 2002)

18-52.245-70 Contractor Requests for Government-provided Property. (Deviation) (Sep 2007)

18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (Sep 2007)). Seller will submit annual reports to Buyer no later than October 15.

18-52.245-74 Identification and Marking of Government Equipment (Deviation) (Sep 2007)

18-52.245-75 Property Management Changes. (Deviation) (Sep 2007)

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:

52.219-8 Utilization of Small Business Concerns (May 2004). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), \"45 days\" is changed to \"60 days.\" In paragraph (g) \"Government\" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

52.222-26 Equal Opportunity (Mar 2007).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006). This clause applies only if this contract exceeds \$25,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004). This clause applies only if this contract exceeds \$100,000.

4. Cost Accounting Standards.

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

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998. .

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, incorporated by clause H004 is the version dated April 1998. .

5. The following prime contract special provisions apply to this purchase order:

. NNL08AA16B-NNL08AB11T Special Provisions

A. Educational Clauses:

- a. **FAR 52.215-2 Audit & Records – Negotiation. (Jun 1999) – Alternate II (Apr 1998)** Note: Applies only to Educational Institutions performing under this contract.
- b. **FAR 52.227-14 Rights in Data – General (Dec 2007) – Alternate IV (Dec 2007)** Note: Applies only to Educational Institutions performing under this contract.
- c. **FAR 52.245-1 Government Property (Jun 2007) – Alternate II (Jun 2007).** Note: Applies only to Educational Institutions performing under this contract.

B. Full Text Clauses

a. NFS 1852.225-70 EXPORT LICENSES (Feb 2000)

(1) The Contractor shall comply with all export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license

exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(2) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Langley Research Center , where the foreign person will have access to export-controlled technical data or software.

(3) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(4) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

b. LARC 52.204-91 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (Feb 2007)

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, "Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

c. LARC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (Feb 2007)

(1) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(2) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRc. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(3) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

d. NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (Jun 2005)

(1) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(2) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees. Sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(3)(a) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following: Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain

access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(b) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (4) of this clause.

(4) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(a) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(b) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(c) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(d) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(e) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(f) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(g) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(h) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(5) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information

Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(6) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(7) The Contractor shall insert this clause, including this paragraph (g); suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.