



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 950 (10/01/96)

ENGINEERING, TEST, AND ANALYSIS

LOCKHEED SUBCONTRACT 02C0100001

(NAS9-19100)

GOVERNMENT CONTRACT REQUIREMENTS

(a) 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" shall mean Seller.

(1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)

(2) 52.203-7 Anti-Kickback Procedures (OCT 1988) [excluding subparagraph (c)(1)]. 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.

(3) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). This clause applies only if this contract exceeds the FAR small purchase limitation. 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 or recover from Seller the amount of the reduction.

(4) 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.

(5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000. Paragraph (c) (4) is modified to read as follows: "(c) (4) Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

(6) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified material is required.

(7) 52.210-5 New Material (APR 1984). "Contracting Officer" shall mean Buyer.

(8) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984). "Contracting Officer" shall mean Buyer.

(9) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

- (10) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (11) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (12) 52.215-26 Integrity of Unit Prices (APR 1991) [excluding paragraph (c)]
- (13) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). This clause applies only if under this contract certified cost or pricing data is required and preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (14) 52.215-30 Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller includes facilities capital cost of money as a proposed cost of this contract.
- (15) 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller did not include facilities capital cost of money as a proposed cost of this contract.
- (16) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 1991). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (17) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (18) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991). 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.
- (19) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (20) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (21) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (22) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (23) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (MAR 1986). Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- (24) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (25) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]

- (26) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984). This clause applies only if this contract is for \$10,000 or more.
- (27) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (28) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988). This clause applies only if this contract is for \$10,000 or more.
- (29) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (30) 52.223-3 Hazardous Material Identification and Material Safety Data Sheet (NOV 1991), Alternate I (NOV 1991)
- (31) 52.224-1 Privacy Act Notification (APR 1984). This clause applies only if design, development, or operation of a system of records or individuals is required to accomplish an agency function.
- (32) 52.224-2 Privacy Act (APR 1984). This clause applies only if design, development, or operation of a system of records or individuals is required to accomplish an agency function.
- (33) 52.225-3 Buy American Act-Supplies (JAN 1989)
- (34) 52.225-10 Duty-Free Entry (APR 1984). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.
- (35) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992). "Contracting officer" means Buyer.
- (36) 52.227-1 Authorization and Consent (APR 1984)
- (37) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds the FAR small purchase limitation. A copy of each notice sent to the Government will be sent to Buyer.
- (38) 52.227-14 Rights in Data -- General (JUN 1987), Alternate II (JUN 1987). This clause applies only if data will be produced, furnished, or required under this contract.
- (39) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if this contract requires work on a Government installation.
- (40) 52.245-2 Government Property (DEC 1989)
- (41) 52.245-17 Special Tooling (DEC 1989)
- (42) 52.245-18 Special Test Equipment (AUG 1988)
- (43) 52.246-23 Limitation of Liability (APR 1984)
- (44) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000.
- (45) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984)

(46) 52.251-1 Government Supply Sources (APR 1984)

(47) 52.253-1 Computer Generated Forms (JAN 1991)

(b) 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" and "Offeror" shall mean Seller.

(1) 18-52.210-75 Packaging and Marking (SEP 1990), Alternate I (SEP 1990). This clause applies only if this contract involves deliverable items which are not for space flight use.

(2) 18-52.210-75 Packaging and Marking (SEP 1990), Alternate II (SEP 1990). This clause applies only if this contract involves deliverable items which are for space flight use.

(3) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990)

(4) 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1990). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern.

(5) 18-52.223-70 Safety and Health (DEC 1988). This clause applies only if (i) this contract exceeds \$1,000,000, (ii) construction, repair, or alteration in excess of \$25,000 is involved, or (iii) it involves the use of hazardous materials or operations.

(6) 18-52.227-86 Commercial Computer Software - Licensing (DEC 1987)

(7) 18-552.227-87 Transfer of Technical Data Under Space Station International Agreements (APR 1989)

(8) 18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993)

(9) 18-52.228-75 Minimum Insurance Coverage (OCT 1988)

(10) 18-52.228-76 Cross-Waiver of Liability for Space Station Activities (SEP 1993)

(11) 18-52.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.

(12) 18-52.245-70 Acquisition of Existing Government Equipment (MAR 1989)

(c) Privacy or Security Safeguards

(1) The details of any safeguards the Seller may design or develop under this subcontract are the property of the Government and shall not be published or disclosed in any manner without the contracting officer's express written consent.

(2) The details of any safeguards that may be revealed to the Seller by the Government or Buyer in the course of performance under this subcontract shall not be published or disclosed in any manner without the contracting officer's express written consent.

(3) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(4) If new or unanticipated threats or hazards are discovered by the Government, Buyer or the Seller, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other parties. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's (and Buyer's) liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government (and Buyer) shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats for hazards, or any public or private disclosure thereof.

(d) Interparty Waiver of Liability for Space Station Phase C and D Activities

(1) For purposes of this clause, the following definitions shall be applicable:

(i) "Damage" shall mean bodily injury to or death of any person, damage to or loss of any property, and loss of revenue or profits or other direct, indirect, or consequential damages arising therefrom.

(ii) "Space Station Participant" shall mean a person or entity who enters into a cooperative agreement, contract, or other arrangement with NASA in support of Space Station Phase C and/or D activities. It includes the subcontractors at every tier of such Space Station Participant. For the purpose of this clause NASA is not a Space Station Participant.

(iii) "Space Station Phase C and D activities" are all activities related to the detailed design, development, and operation of Space Station elements.

(2) Space Station Participants, the Contractor, and the Contractor's subcontractors, at every tier, may respectively utilize their employees and property in support of Space Station Phase C and/or D activities in close proximity to one another. Because of the risk of Damage, NASA will require all Space Station Participants to agree not to make any claim against the Contractor or the Contractor's subcontractors for damage to the Space Station Participant's employees or property caused by the Contractor or the Contractor's subcontractors participation in Space Station Phase C and/or D activities, whether arising through negligence or otherwise. In consideration therefore, the Contractor agrees, and will require its subcontractors to agree, not to make any claim against Space Station Participants for Damage to the Contractor's or its subcontractors' employees or property caused by Space Station Participants' participation in Space Station Phase C and/or D activities, whether arising through negligence or otherwise.

(3) This no-fault, no subrogation, waiver of liability as set for in paragraph (2) of this clause, under which the Space Station Participants and the Contractor and its subcontractors agree not to bring a claim against one another and absorb the financial and other consequences for Damage it incurs to its own employees and property, is intended to contribute to the common goal of encouraging participation in the exploration, exploitation, and uses of outer space and should be broadly construed to achieve this objective.

(4) Notwithstanding any provision in this clause, this interparty waiver of liability shall not apply to Damage caused by NASA to the Contractor's or its subcontractors' employees or property nor shall it apply to Damage caused by the Contractor or its subcontractors to NASA's employees or property.

(5) This clause, including this paragraph (5), shall be included in all subcontracts hereunder where the work is to be performed in support of Space Station Phase C and/or D activities.

(e) Space Flight Item

FOR USE IN MANNED 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.

The Seller shall include, and shall require its subcontractors at all tiers to include, the preceding statements in all subcontracts and purchase orders without exception.

(f) Designation of New Technology Representative and Patent Representative

This clause applies only if this contract involves experimental, developmental, or research work.

(1) For purposes of administration of the GENERAL PROVISION clause entitled "New Technology" or "Patent Rights-Retention by the Contractor Short Form," whichever is included, the following named representatives are hereby designated to administer such clause:

New Technology Representative:

Address: NASA Lyndon B. Johnson Space

Center

Technology Utilization

Officer/IC4

Houston, TX 77058

Patent Representative:

Address: NASA Lyndon B. Johnson Space

Center

Patent Counsel/AL3

Houston, TX 77058

(2) Reports or reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or Patent Rights -- Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by Buyer. The respective responsibilities and authorities of the above named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(g) Financial Reporting of Government-Owned/Contractor Held Property

(1) The subcontractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the Instructions on the form and in section 18-45.7101 of the NASA FAR Supplement, except the reporting of space hardware shall be required only as directed in clause 18-52.245-78, "Space Hardware Reporting," of this subcontract, if applicable.

(2) Seller shall submit reports to Buyer's Purchasing Representative, not to the Government. In order to meet its reporting requirements, Buyer requires Seller's report no later than June 20.