



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 90H (08/20/02)
NAS15-10000
INTERNATIONAL SPACE STATION PROGRAM (ISS)
SCHEDULE II
GOVERNMENT CONTRACT REQUIREMENTS

(a) FAR CLAUSES

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation with full force and effect, as if set out in full text, and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (21), (23), (24), and (39) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, "Contractor" and "Offeror" shall mean Seller, and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>, <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or <http://farsite.hill.af.mil/>.

(1) 52.203-3 Gratuities (APR 1984) [excluding subparagraph (c) (2)]. In paragraph (a), "Government" means "United States of America Government or Buyer". In paragraphs (c) and (d), "Government" means "Buyer".

(2) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

(3) 52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Boeing 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 Boeing under the prime contract.

(4) 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 Seller's subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.

(5) 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.

(6) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). This clause applies only if this contract exceeds \$100,000.

(7) 52.204-2 Security Requirements (AUG 1996). In paragraph (c), the phrase "Changes clause of this contract" is replaced by the phrase "Changes clause of the General Provisions". This clause applies only if access to classified information is required.

(8) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990).

(9) 52.215-2 Audit and Records - Negotiation (JUN 1999). In paragraph (d), the terms "Comptroller General" and "Comptroller General of the United States" mean the "Comptroller General of the United States". This clause applies only if this contract exceeds \$100,000.

(10) 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000.

(11) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000.

(12) 52.215-14 Integrity of Unit Prices (OCT 1997) [except paragraph (b)]. This clause applies only if the contract exceeds \$100,000. This clause is not applicable to services contracts that do not require the delivery of supplies.

(13) 52.215-21 Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (OCT 1997) with Alternate II (OCT 1997).

(14) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). In accordance with FAR 15.408(g), 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 part 31. Buyer may withhold or recover from Seller such sums as the United States of American Government Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or the Seller's subcontractors under this clause. In paragraph (a) of this clause. "Contracting Officer" shall mean "Buyer" and in paragraph (c) "Government" shall mean "United States of America Government".

(15) 52.216-7 Allowable Cost and Payment (FEB 2002). This clause only applies if the contract is a cost reimbursement contract using GP4 as the general provisions. This clause never applies if the general provisions are GP1, GP2, or GP3.

(16) 52.219-8 Utilization of Small Business Concerns (OCT 2000). In accordance with FAR 19.708 (a), this clause does not apply unless the contract exceeds \$100,000. In accordance with FAR 19.708 (a), this clause does not apply if the contract, together with all its subcontracts, is to be preformed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

(17) 52.219-9 Small Business Subcontracting Plan (OCT 1999). In accordance with FAR 52.219(a), this clause does not apply to small business concerns. In accordance with FAR 19.708 (b), this clause does not apply unless the contract exceeds \$500,000. In accordance with FAR 19.708 (a), this clause does not apply if the contract, together with all its subcontracts, is to be preformed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico. If the contract does not offer subcontracting possibilities, the Seller shall so state in writing. In paragraph (c), "Contracting Officer" means "Buyer" and "offeror" means "Seller".

(18) RESERVED.

(19) 52.222-1 Notice to Government of Labor Disputes (FEB 1997).

(20) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). This clause applies only if this contract exceeds \$100,000. Boeing may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Boeing because of liabilities of Seller or its subcontractors under this

clause.

(21) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11)]. In accordance with FAR 22.807(b)(2), this clause does not apply to work performed outside the United States by employees who were not recruited within the United States. In accordance with FAR 22.801, United States means the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

(22) 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984).

(23) 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 is for \$10,000 or more. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam.

(24) 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.1408(a)(1), this clause does not apply to work performed outside the United States by employees recruited outside of the United States. United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

(25) 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 is for \$10,000 or more. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam. (26) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(27) RESERVED.

(28) 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. For the purposes of this clause the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

(29) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992).

(30) 52.227-1 Authorization and Consent (JUL 1995) with Alternate I (APR 1984).

(31) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Boeing.

(32) 52.227-14 Rights in Data -- General (JUN 1987) with Alternate II (JUN 1987) and Alternate III (JUN 1987), as modified by NASA FAR Supplement 18-52.227-14 (JUN 1990). This clause applies only if data will be produced, furnished, or acquired under this contract. (33) 52.227-16 Additional Data Requirements (JUN 1987). This clause

applies only if this contract involves experimental, developmental, research, or demonstration work. (34) 52.227-23 Rights to Proposal Data (JUN 1987).

(35) 52.230-2 Cost Accounting Standards (APR 1998). (If the Seller is eligible for modified coverage, and desires to request modified coverage, the Seller should submit a certification to that effect.) This clause does not apply to small businesses, to educational institutions, or to United Kingdom contractors where the work is to be performed substantially in the United Kingdom. (36) 52-230-4 Consistency in Cost Accounting Practices (AUG 1992). This clause applies to United Kingdom contractors where the work is to be performed substantially in the United Kingdom. (37) 52.230-5 Cost Accounting Standards - Educational Institutions (APR 1988). This clause applies to educational institutions.

(38) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause does not apply to small businesses or to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.

(39) 52.244-5 Competition in Subcontracting (DEC 1996).

(40) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1998).

(41) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989). If the contract is cost reimbursement utilizing GP4 or time-and-material or labor-hour utilizing GP3, then FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) is substituted for this clause and paragraph (g) of FAR 52.245-5 is revised to read as follows:

(g) Risk of Loss. Seller, upon the delivery to it or acquisition by it of any Government property, assumes the risk of and shall be responsible for all loss thereof or damage thereto. When such property is no longer needed for the performance of this contract, or at such other time as may be directed by Buyer pursuant to paragraph (i) of this clause, Seller shall return such property to Buyer or the Government, as applicable, in as good condition as when received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of work hereunder.

(41.1) DEFINITIONS. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Buyer furnished and Government-furnished property and all references to title passing to or vesting in the Government shall refer to the United States of America Government. References to an "approved program or system" shall be references to "a United States of America Government approved program or system". "Contracting Officer" shall mean "Buyer's Authorized Purchasing Representative" and "Government" shall mean "Buyer" except as stated above.

(41.2) DATE OF THE PRIME CONTRACT. The date of this contract, NAS15-10000, is October 1993.

(41.3) 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.

(41.4) 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 an annual basis. Report Government-Owned/Contractor-Held Property, in accordance with

the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below.

(41.4.1) The Seller shall submit annually the requested data, in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, prior to October 15 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3.

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

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

(41.5) NON-INTERFERENCE, RENT-FREE USAGE AGREEMENTS. Government-Owned or Boeing-Owned/Seller-Held Property shall be used only for the purpose for which it was acquired, fabricated, or provided. The Seller shall submit all requests for non-interference, rent-free usage to the Buyer's Authorized Purchasing Representative. NASA FAR Supplement 1852.245-80 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS (NASA) (MAR 1989) is incorporated into this agreement. The contract specified below is: Contract NAS15-10000 (International Space Station Prime Contract).

(42) 52.245-18 Special Test Equipment (FEB 1993).

(43) 52.246-24 Limitation of Liability - High-Value Items (FEB 1997).

(44) 52.247-63 Preference for U.S. - Flag Air Carriers (JAN 1997). This clause applies only if this contract may involve international air transportation.

(45) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 1997) with Alternate I (APR 1984). This clause applies only if this contract exceeds \$100,000.

(46) 52.248-1 Value Engineering (NOV 1999) [excluding subparagraph (f)]. 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 net acquisition savings or 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.

(b) The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement with full force and effect, as if set forth in full text, and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (10), (13) and (15) of this paragraph (b) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall

mean "Buyer", and "Contractor" and "Offeror" shall mean "Seller", and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>, <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or <http://farsite.hill.af.mil/>.

(1) 18-52.204-71 NASA Contractor Financial Management Reporting (DEC 1988). This only applies to orders other than firm-fixed-price exceeding \$500,000.

(2) 18-52.204-72 NASA Contractor Financial Management Reporting (Performance Analysis Report). This only applies to orders other than firm-fixed-price exceeding \$25 million.

(3) 18-52.204-76 Security Requirements for Unclassified Automated Information Resources (JUL 2002). This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(4) RESERVED.

(5) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities. If the contract does not offer subcontracting possibilities, the Seller shall so state in writing.

(6) 18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern.

(7) 18-52.219-76 NASA 8 Percent Goal (JUL 1997).

(8) 18-52.223-70 Safety and Health (SEP 1993). This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.

(9) 18-52.223-72 Potentially Hazardous Items (DEC 1988).

(10) 18-52.227-14 (JUNE 1990), which modifies FAR 52.227-14 Rights in Data -- General (JUN 1987) with Alternate II (JUN 1987) and Alternate III (JUN 1987). This clause applies only if data will be produced, furnished, or acquired under this contract.

(11) 18-52.227-70 New Technology (APR 1988). This clause (and FAR 52.227-11) only apply if this order involves an element of research and/or development, and exceeds \$100,000.

(12) 18-52.227-72 Designation of New Technology Representative and Patent Representative (APR 1984). Insert in paragraph (a): Technology Transfer & Commercialization Office, M/S HA; National Aeronautics & Space Administration; Lyndon B. Johnson Space Center; Houston, Texas, 77058.

(13) 18-52.227-86 Commercial Computer Software - Licensing (DEC 1987).

(14) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work

on a Government installation.

(15) 18-52.228-76 Cross-Waiver of Liability for Space Station Activities (SEP 1993).

(16) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. In this clause, "Contracting Officer" shall mean "Buyer". Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00, all development items, no matter what the value, and Special Tooling will be provided to Buyer on 30 March and 30 September of each year. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.

(17) 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994). Seller will submit annual reports to Buyer no later than July 15.

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

(19) 18-52.245-78 Space Hardware Reporting (MAR 1989).

(c) RESERVED.

(d) Export of Technical Data, Computer Software, or Hardware in the Conduct of Space Station Related Activities. When directed in writing by Buyer, acting as an agent of NASA for purposes of export control, Seller shall export on behalf of NASA specifically identified technical data, computer software, or hardware to a named foreign entity or person, in the manner and under the conditions provided for in the direction. Any export made in accordance with this clause shall be limited to only that technical data, computer software, and hardware which Buyer specifically identifies and authorizes Seller to export, in the manner and under the conditions provided in the authorization; all other exports of technical data, computer software and hardware by Seller, whether related to the performance of this order or otherwise, are subject to the applicable requirements of the U.S. export control laws and regulations. Nothing contained in this clause shall affect the protection or allocation of rights to technical data or computer software between Seller and Buyer and/or NASA as provided for in this order; nor shall this clause imply any license or affect the scope of any license otherwise granted to the Government, Buyer, or the recipient of the transferred or disclosed technical data or computer software. Seller agrees to include this clause in all of its own subcontracts supporting this order (modified to reflect the relationship of the parties), the performance of which may require the development, delivery, or use of technical data, computer software, or hardware. Seller agrees that any direction given by Buyer or NASA to Seller under this clause will be given by Seller to its own subcontractor(s) when required to effect the export for NASA in accordance with this clause.

(e) Identification and Approval for Use of Restricted Computer Software and/or Commercial Computer Software. Seller shall identify in writing within 20 days of the definitization of this order all restricted computer software and/or commercial computer software, as defined in the "Rights in Data - General" and the "Commercial Computer Software Licensing" clauses of this order, that will be delivered in the performance of this order. Buyer shall approve or disapprove, in writing, delivery of the identified restricted computer software and/or commercial computer software within 45 days from receipt of request from Seller. Seller shall be responsible for notifying Buyer on a continuous basis of additional restricted computer software and/or commercial computer software to be delivered. If Buyer disapproves the use of restricted computer software and/or commercial computer software, when such software is identified, Seller may submit a proposal for equitable adjustment to Buyer.

(f) Packaging & Marking.

Seller shall pack and mark all hardware deliverable under this order in accordance with the provisions of NASA Handbook

(NHB) 6000.1, Requirements for Packaging, Handling & Transportation. Seller shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1 and/or MIL-STD-2073-1 and MIL-STD-2073-2, as applicable, except as otherwise indicated in this clause or elsewhere in the order. Seller shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1. Seller shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. Seller's packaging specifications or procedures may be utilized if they are not in conflict with cited NASA specifications, and are approved in writing by Buyer. In any conflict between NASA, Buyer and Seller specifications or procedures, the NASA documents cited in this clause shall take precedence. Seller shall prominently display a NASA Critical Space Item Label on the wrapping or covering of all items furnished, shipped or transported in support of this order that are for space flight use. Class I, Class II, and Class III interim packages and all exterior shipping containers will be marked to alert shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of NHB 6000.1. All markings for space flight items shall be blue in color. All shipping documents and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE".

(g) Potentially Hazardous Items.

Seller shall furnish complete design information and drawings showing all details of construction, including material, for the following items or components: detonators, expanding tubes, shielded mild detonating cords, pressure cartridges, standard initiators Type I, percussion primers, any residuals on Space Shuttle equipment returned from the launch facility. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work. The requirement for delivery of data supercedes any terms of this order permitting withholding of data.

(h) Badging Requirements for Foreign Nationals.

If foreign nationals are to be used for work on a NASA installation, advance notice must be given through the Buyer to the cognizant NASA Security Office at least one month prior to the scheduled need for access. The following specific information must be provided for each such foreign national: complete name and address; company name and address; detailed description of duties and contract number; nationality and date and place of birth; passport number and expiration date; employment authorization and/or work permit number issued by the INS; access requirements and duration of need for access. The NASA Security Office will make arrangements for appropriate badging or will notify Seller if unescorted access is denied or delayed. Seller agrees that it will not employ for performance of work at a NASA installation any individual who is not legally authorized to work in the United States.

(i) Space Flight Motivation Awareness Program.

Seller shall maintain a product and performance-oriented motivation program in accordance with Safety NHB 1700.1 (VI-B) and NASA Policy Directive 3500. The program objective shall be the prevention of human error by instilling in individuals an awareness of individual responsibility for International Space Station, Space Shuttle, and any other ancillary mission/ payloads related to human space flight. As a minimum, goals should be to assure mission success, flight crew safety, and recognition of exemplary performance necessary to achieve success. The program should include as a minimum: participation in NASA-Industry Space Flight Awareness Program; goal setting and measurement to provide documented practical goals and performance standards for the reduction and elimination of human errors at organizational and individual employee levels; a system for detecting human errors, relating them to identifiable causes and action to remove the causes; methods to obtain and distribute motivational information and materials to concerned personnel and vendors supplying critical flight and ground support hardware and software; motivational indoctrination for supervisory personnel and indoctrination of the workforce in workmanship needs; recognition of personnel who demonstrate their awareness through exceptional craftsmanship, error-free workmanship and attention to careful performance in their job responsibility. This clause only applies to orders exceeding \$2,500,000.

(j) Flight Item.

Block 16 of each DD Form 250 prepared for hardware or equipment to be shipped under this order must be annotated as follows in 1/4 inch letters or larger by hand printing or rubber stamp: "THIS IS A FLIGHT ITEM" or " THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT", as applicable.

(k) Travel Outside of the United States.

Seller shall notify Buyer at least 45 days in advance to the start of travel to locations outside the United States by Seller employees that is to be charged to this order. Seller shall submit a travel report to Buyer at the conclusion of the travel.

(l) Access to Seller Data.

"Data" means recorded information (regardless of form or media in which it is recorded), including but not limited to the following: technical data; computer software; information incidental to contract administration, such as financial, administrative, cost or pricing, or management information; Seller internal audits of any discipline, system or task which directly or indirectly supports the Space Shuttle, Space Shuttle Payload, and International Space Station ground support, launch, flight or landing operations, as well as such data from any audit of subcontractors supporting Seller's efforts under this order. Buyer and shall, through closeout, have access to and right to examine any of the data used or produced in the performance of this order. Access to certain sensitive business data shall be determined on a case-by-case basis. Seller shall make available at all reasonable times for Buyer or NASA inspection all existing Buyer or Government data provided to Seller and any data first produced or used in performance of this order for examination through closeout; moreover, information provided by Seller shall contain all necessary technical and business application data to determine the degree to which the requirements of the order are met. Except for software systems being provided as part of this order and existing Seller systems, Seller shall maintain all data on a commercially available system for information management (a system comprised of a COTS database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package); Seller must obtain the approval of Buyer prior to using any new non-commercial system, or upgrading any existing non-commercial system, for information management of data generated under this order. If use of a noncommercial system is approved, Seller shall demonstrate the system to Buyer and NASA and provide thorough training to Buyer and NASA personnel to ensure that they are able to access all data maintained on the system, Seller shall provide Buyer and Government personnel unimpeded access to all areas determined by Buyer or Government as necessary for surveillance, audit, and independent evaluation purposes. Buyer and Government shall have the right to reproduce any data found during the examination that they wish to retain; but they shall retain no greater rights in the data than they would have under the "Rights in Data - General" clause. Seller shall describe the areas of its internal systems where Buyer and NASA access will be permitted, and provide Buyer and NASA the required training to be able to access and use these systems. Seller shall include this clause in all of its cost-type subcontracts supporting this order.

(m) Designation of New Technology Representative and Patent Representative

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

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
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New Technology Representative	IC4	NASA, Lyndon B. Johnson Space Center Technology Utilization Officer Houston TX 77058
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Patent Representative	HA	NASA, Lyndon B. Johnson Space Center Patent Counsel Houston TX 77058
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(2) Reports of 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 the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(n) EXPENDABLE LAUNCH SYSTEMS (ELS) TERMS AND CONDITIONS GUIDE CLAUSES

The following Expendable Launch Systems (ELS) Terms and Conditions Guide Clauses are incorporated into this contract with full force and effect, as if set out in full text. These clauses may be viewed or printed at <http://www.boeing.com/companyoffices/doingbiz/tscs/homea.htm>. If Seller does not have access to the world wide web, Buyer will provide a copy of these clauses upon request.

(1) 307. Cost and Pricing Data (10/1/96) [excluding paragraph (a)]. In subparagraph (b) (3), the clauses FAR 52.215-10(a) (OCT 1997) and FAR 52.215-11(b) (OCT 1997) are added to the listed FAR clauses. In subparagraph (b) (5), the clauses FAR 52.215-10(c) (OCT 1997) and FAR 52.215-11(d) (OCT 1997) are added to the listed FAR clause. This clause applies only if this contract exceeds \$550,000. This clause does not apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1.

(2) 308. Cost and Pricing Data - Modifications (10/1/96) [excluding paragraph (a)]. In subparagraph (b)(1), \$500,000 is changed to \$550,000. In subparagraph (b) (3), the clauses FAR 52.215-10(a) (OCT 1997) and FAR 52.215-11(b) (OCT 1997) are added to the listed FAR clauses. In subparagraph (b) (5), the clauses FAR 52.215-10(c) (OCT 1997) and FAR 52.215-11(d) (OCT 1997) are added to the listed FAR clause. This clause applies only if this contract exceeds \$550,000. This clause does not apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1.

(3) 316. Audit Rights(10/1/96). The following paragraphs (e) and (f) are added to this clause:

(e) In all cases where an audit of the Seller's financial books or records is allowed, that audit will be conducted by the United States of America Government if the United States of America Government is willing and able to do so within the required time. In the event that the United States of America Government is unwilling or unable to conduct an audit within what Buyer judges to be the required time, Seller shall promptly, upon Buyer's request, provide Buyer a list of independent auditing firms acceptable to Seller, including the independent auditing firm which is Seller's independent outside auditor. The independent auditing firm selected by Buyer from such list will be allowed to examine Seller's pertinent books and records.

(f) Each independent auditing firm's report shall be releasable to Buyer and shall be in sufficient detail to evaluate the Seller's claimed costs per the Federal Acquisition Regulation and NASA Federal Acquisition Regulation Supplement. Prior to release of the report to Buyer, Seller may examine the report to extract Proprietary or Confidential information which is not necessary to evaluate the Seller's claimed costs per the Federal Acquisition Regulation and NASA Federal Acquisition Regulation Supplement. In the event any direct labor rate, overhead rate, G&A rate, FCCM factors, or any other rate or factor is DCAA approved or DCAA recommended, the independent audit firm will accept that rate or factor without further audit and shall not include any support information concerning that rate or factor in the report. However, the audit report shall include whether that rate or factor is being used and properly applied.

(4) 331. Prime Contract Flowdown Provisions (10/1/96). The clause is replaced with the following: "This contract may be amended to the extent necessary to incorporate additional provisions required to meet Buyer's obligations under modifications or changes to the prime contract to which this order is charged. In the event that both (1) FAR 52.244-6, Subcontracts for Commercial Items (May 2002), is included in the prime contract and (2) all goods and services to be provided under this contract are "commercial items", as that term is defined in the Federal Acquisition Regulations, then Buyer's use of this clause is limited to additional provisions required to meet Buyer's obligations under the prime contract when acquiring "commercial items". Amendments imposed under the authority of this clause unilaterally by Buyer entitle Seller to request an equitable adjustment, as if they had been imposed under the Changes clause, and in accordance with Changes clause procedures on requesting an equitable adjustment. Seller may use the Disputes clause if Seller feels that Buyer used this clause to impose an amendment beyond the scope of this clause."

(o) The following Expendable Launch Systems (ELS) Terms and Conditions Guide Clauses will be disregarded if they are printed on the purchase order or otherwise incorporated into the contract. The correct clauses on these subjects appear in this clause 90H.

(1) 150, Notice of Intent to Furnish Precious Metals as Government-Furnished Material

(2) 305, Cost and Pricing Data

(3) 306, Cost and Pricing Data - Modifications

(4) 309, Cost Accounting Standards

(5) 310, Disclosure and Consistency of Cost Accounting Practices

(6) 320, New Technology

(7) 321, Patent Rights - Acquisition by the Government

(8) 322, Patent Rights - Retention by the Contractor (Long Form)

(9) 323, Patent Rights - Retention by the Contractor (Short Form)

(10) 332, Restrictive Markings on Technical Data - Responsible Employee

(11) 383, Cost Accounting Standards

(12) 384, Disclosure and Consistency of Cost Accounting Practices

(13) 387, Interparty Waiver of Liability

(p) SPECIAL PROVISIONS MODIFICATIONS

(1) In the event clause 863. Additional General Provisions (Fixed Price Services Contract). (08/13/02) is part of the contract, the following articles are deleted:

5. SUBCONTRACTING [paragraph (B) only is deleted; paragraph (A) remains in the contract]

9. CONCURRENT CONTRACTS

(2) In the event clause 864. Additional General Provisions (Labor Hour/Time and Material Contract). (08/13/02) is part of the contract, the following articles are deleted:

7. SUBCONTRACTING [paragraph (B) only is deleted; paragraphs (A) and (C) remain in the contract]

11. CONCURRENT CONTRACTS