

**CUSTOMER CONTRACT REQUIREMENTS**  
**International Space Station**  
**CUSTOMER CONTRACT NAS15-10000**

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, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

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

**52.203-7 Anti-Kickback Procedures** (MAY 2014). 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, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (MAY 2014). 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** (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

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

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (MAR 2009).

**52.204-2 Security Requirements** (AUG 1996). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

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

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

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

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data** (AUG 2011). 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 Certified Cost or Pricing Data (2018-O0015) Deviation** (MAY 2018). 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** (OCT 2010). This clause applies except for contracts at or below \$150,000; 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 2010). 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 Post-Retirement Benefits (PRB) Other Than Pensions** (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 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (OCT 2018).

**52.219-9 Small-Business Subcontracting Plan** (AUG 2018). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) the prime contract number is NAS15-10000, (2) Buyer's unique entity identifier is 014513647, and Buyer's official responsible for acknowledging or rejecting ISRs is (contact Buyer's Authorized Procurement Representative).

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

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (SEP 2016).

**52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies if this contract is \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.223-3 Hazardous Material Identification and Material Safety Data** (JAN 1997). ALT 1 (JUL 1995). This clause applies only if Seller delivers hazardous material under this contract.

**52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.** (JUN 2016). Seller shall submit the information required by paragraph (d)(1) to Buyer no later than October 15th of each year during contract performance, and at the end of contract performance.

**52.225-1 Buy American - Supplies** (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

**52.225-8 Duty-Free Entry** (OCT 2010). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, 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 Restriction on Certain Foreign Purchases** (JUN 2008).

**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 shall be sent to Buyer.

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

**52.227-14 Rights in Data--General** (MAY 2014). ALT II (Dec 2007) ALT III (Dec 2007) ALT V (Dec 2007). As modified by 1852.227-14 NASA FAR Supplement (APR 2015). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

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

**52.230-2 Cost Accounting Standards** (JUN 2020). Paragraph (b) of this clause is excluded. In this clause, "Contractor" shall mean Seller. Seller shall comply with the clause in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data.

**52.230-6 Administration of Cost Accounting Standards** (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 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** (AUG 2019). Clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

**52.245-1 Government Property** (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

**52.247-63 Preference for U.S.-Flag Air Carriers** (JUN 2003). This clause only applies if this contract involves international air transportation.

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

**52.247-67 Submission of Transportation documents for Audit** (FEB 2006). This clause applies if the contract is a cost-reimbursement contract. Paragraph (a) (2) is deleted. Documents shall be submitted to Buyer as specified elsewhere in this contract.

**52.248-1 Value Engineering** (OCT 2010). This clause applies only if this contract is for \$150,000 or more. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.)

Seller's 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

**52.251-1 Government Supply Sources** (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

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

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

**1852.203-71 Requirement to Inform Employees of Whistleblower Rights** (AUG 2014).

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

**1852.208-81 Restrictions on Printing and Duplicating** (NOV 2004).

**1852.219-75 Small Business Subcontracting Reporting** (APR 2015). This clause applies if FAR 52.219-9 is included in this contract.

**1852.223-71 Authorization for Radio Frequency Use** (APR 2015). This clause applies only if this contract requires the development, production, testing or operation of a device for which a radio frequency authorization is required.

**1852.223-74 Drug-and Alcohol-Free Workforce** (NOV 2015). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

**1852.223-75 Major Breach of Safety or Security** (FEB 2002). This clause applies if this contract exceeds \$500,000. "Government" shall mean "Government or Buyer". "Contracting Officer" shall mean "Buyer".

**1852.223-70 Safety and Health Measures and Mishap Reporting.** (DEC 2015). This clause applies if this contract is above the simplified acquisition threshold and the work will be conducted completely or partly on federally-controlled facilities.

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

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

**1852.227-70 New Technology - Other than a Small Business Firm or Nonprofit Organization** (APR 2015). 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** (APR 2015). This clause applies if this contract includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

**1852.227-86 Commercial Computer Software--License** (APR 2015). This clause applies only if Seller's software will be delivered to NASA under licensing.

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

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

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

**1852.242-72 Denied Access to NASA Facilities** (OCT 2015). This clause applies if the contract this

contract requires Seller to have access to, physical entry into, and to the extent authorized, mobility within, a NASA facility

**1852.242-73 NASA Contractor Financial Management Reporting** (NOV 2004). 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. Applicable clause date is revised to JUL 2000.

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

**1852.245-70 Contractor Requests for Government-Provided Equipment** (JAN 2011).

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

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

**1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1** (JAN 2011).

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

**1852.246-73 Human Space Flight Item** (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."

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

**52.203-13 Contractor Code of Business Ethics and Conduct** (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

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

**52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements** (JAN 2017).

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities** (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2019). In paragraph (b), the term "Government" means "Government or Buyer". In paragraph (d)(1), all required reporting shall be to Buyer.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or

proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

**52.219-8 Utilization of Small Business Concerns** (OCT 2018).

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (SEP 2016).

**52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies if this contract is \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (FEB 2016). This clause applies if the Contract is \$150,000 or more.

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

**52.222-50 Combating Trafficking in Persons** (JAN 2019). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-50 Combating Trafficking in Persons Alternate I** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-55 Minimum Wages Under Executive Order 13658** (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

**52.222-62 Paid Sick Leave Under Executive Order 13706** (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**52.224-3 Privacy Training Alternate I** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.224-3 Privacy Training** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.225-26 Contractors Performing Private Security Functions Outside the United States** (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

**52.244-6 Subcontracts for Commercial Items** (AUG 2019). Clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

**52.245-1 Government Property** (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

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

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

#### **I.18 NASA Security Program and Identification of Employees (JSC 52.204-92) (AUG 2018)**

(a) Seller shall adhere to Center and Agency-wide program policy and guidance for security operations and Seller shall comply with the following:

- NPR 1600.1, NASA Security Program Procedural Requirements
- NPD 1600.9, NASA Insider Threat Program
- NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- NPR 1600.3, Personnel Security
- NPR 1600.4, Identity and Credential Management.

(b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), Seller shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following:

- NPR 1600.2, NASA Classified National Security Information

(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, Seller shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:

- NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).



(d) At all times while on NASA property, Seller, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

(e) Credentials will be issued at the following locations:

- NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays
- Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays
- Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays
- White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday from 7:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.

(f) FSO or DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview and PIV – Requester Module. After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requestor role. Last, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow Seller to have identity requestor privileges within IdMAX.

(g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at [www.uscis.gov](http://www.uscis.gov).

(h) For permanent credential requests, the FSO/DO will submit a JF 1805, Non-NASA Employee Security Information, no later than noon on the Wednesday prior to the employee's start date. The FSO/DO will notify the employee of the date/time for the background investigation processing, in accordance with NPR 1600.3, at the JSC Security Office eQIP lab, if required. The FSO/DO will provide the employee with the necessary forms to complete prior to the eQIP lab appointment. Employees will present two forms of matching I-9 identification documents to process a permanent credential. Employees will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

(i) Seller shall be held accountable for issued credentials, keys, and other items. Seller must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Contractor Termination and Return for Future Use Checklist.

## **1.20 OBSERVANCE OF REGULATIONS (AT NASA AND OTHER GOVERNMENT LOCATIONS)**

In performing in any capacity while on-site at NASA or other Government locations Seller shall comply with all applicable regulations and procedures. Copies of applicable NASA regulations and procedures will be available upon request from the Contracting Officer.

Marshall Space Flight Center (MSFC) clauses include:

- Security and Badging Requirements (MSFC 52.204-91) (NOV 2016)
- ASBESTOS MATERIAL (MSFC 52.223-90) (AUGUST 2015)
- HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2016)
- ENVIRONMENTAL - GENERAL CLAUSE (MSFC 52.223-92) (AUG 2010)
- PREVENTION OF AND RESPONSE TO THREATENING OR VIOLENT BEHAVIOR IN THE WORKPLACE (MSFC 52.223-95) (MARCH 2017)
- MANDATORY AND REQUIRED TRAINING (MSFC 52.223-97) (JUNE 2016)
- MEDICAL SERVICES (MSFC 52.223-96) (SEPT 2018)

Kennedy Space Center (KSC) clauses include:

- PROTECTION OF THE FLORIDA MANATEE (NFS 18-52.247-71) (JUNE 2018)
- REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (KSC 52.223-121 ) (JUL 2018)
- CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (KSC 52.242-90 ) (JUL 2018) – all publications applicable.

#### **H.4 TECHNICAL INFORMATION RELEASES AND PUBLICATIONS**

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 ISS Program in accordance with NF 1676, NASA Scientific and Technical Document Availability Authorization (JSC), to have the benefit of advance information concerning accomplishments of interest, and will provide the ISS Program an opportunity to make suggestions to Seller concerning revisions if it is considered that such comments might be useful to Seller to help assure 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. The advance information copy may be submitted in the format or medium which will be utilized in its ultimate release.

Requests for external release of scientific and technical information shall be processed per JPR 2200.2, Release of JSC Scientific and Technical Information to External Audiences.

#### **H.5 SPACE FLIGHT MOTIVATION AWARENESS PROGRAM**

Seller shall maintain a product oriented motivation (awareness) program. The program objective shall be the prevention of human error by instilling in individuals performing on the contract and on critical subcontracts, an awareness of individual responsibility for the International Space Station mission success, flight crew safety, and motivating the exemplary performance necessary to achieve success. The program shall include as a minimum:

1. Participation in the NASA-Industry Spaceflight Awareness Program (SFA).
2. 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.
3. Error Cause Identification and Removal System for detecting human errors, relating them to an identifiable cause, and action to remove the cause
4. Methods to obtain and distribute ISS motivational information and materials to concerned Seller personnel, subcontractors, and vendors supplying critical flight and ground support hardware and software.
5. Motivational (awareness) indoctrination for Seller ISS supervisory personnel and indoctrination

of the work force in workmanship needs.

6. Recognition of personnel who demonstrate their awareness through exceptional craftsmanship, error free workmanship and attention to careful performance in their job responsibility. Seller shall flow down the provisions of this clause to the critical subcontractors .

#### **H.11 IDENTIFICATION AND APPROVAL FOR USE OF RESTRICTED COMPUTER SOFTWARE AND/OR COMMERCIAL COMPUTER SOFTWARE**

A. Seller shall identify, in writing, within 30 days of definitization, 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 contract, that will be delivered in performance of this contract. The Government shall approve or disapprove, in writing, delivery of the identified restricted computer software and/or commercial computer software within 60 days from receipt of request.

B. Seller shall be responsible for notifying the Government on a continuous basis of additional restricted computer software and/or commercial computer software to be delivered.

C. If the Government 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 the Contracting Officer. Such proposals shall be handled according to the provisions of the "Changes" clause of this contract.

#### **H.23 CERTIFICATES OF FLIGHT READINESS (CoFRs)**

The parties shall execute Certificates of Flight Readiness (CoFRs), in accordance with SSP 50108. The intent of the Boeing signature is to reflect satisfactory completion of particular contract efforts. The parties agree that the signing of CoFRs by Contractor and subcontractor personnel participating in the International Space Station (ISS) Program shall not give rise to any obligations or liabilities under this contract which are in addition to those which Boeing has assumed under other terms and conditions hereof. In particular, Buyer, Seller and its subcontractors do not assume (1) any liability or responsibility for express, or implied warranties of any type not otherwise provided in the contract, or (2) any additional responsibilities under statute, law or regulation, which they would not have if no certification was requested or provided.

#### **H.39 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (MAY 2009)**

(a) 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 supersede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

1. Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1910.119, without regard for quantity.
2. Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.
3. Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

4. Any radioisotope material or device that produces ionizing radiation.
  5. Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
  6. Any explosive or any pyrotechnics.
  7. Any pesticide.
- (c) Seller shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.
- (d) Seller shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (e) Seller shall notify the JSC Clinical Services Branch (SD3), through Buyer, prior to any initial use or different application of these materials.
- (f) Seller shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (g) Seller shall insert the substance of this clause, including this Paragraph f 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.
- (h) 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.

#### **H.43 ACCESS TO CONTRACTOR DATA**

- (a) "Data" for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded by Buyer, 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 subcontractor(s) performing under this contract. The term is limited to data that is archived as a normal part of contractor performance.
- (b) 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 contractor data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.
- (c) 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
- (d) 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 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.
- (e) Seller shall flow this clause to all cost-type subcontracts valued at \$1,000,000 or more.

#### **H.44 GOVERNMENT INSIGHT**

- (a) Definitions. For the purpose of this contract, the following definitions apply:

“Insight,” as used in this clause, 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,” as used in this clause means continual monitoring and verification of the status of manufacturing, testing, and processing of 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,” as used in this clause, 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 the Contractor and subcontractors to determine performance on this contract.

(b) The Government shall have the right to audit Buyer, and cost-reimbursement contracts with Seller or Seller’s subcontractors (with values exceeding \$1 million) to determine compliance with the requirements of this contract. One purpose of these audits is to afford the Government insight into and understanding of Buyer, Seller, and selected 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.

(c) The Government may schedule fact-finding meetings with Buyer, 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/subcontractor personnel who shall attend the meetings. When requested by the Contracting Officer or designee, Buyer/Seller and subcontractors shall provide necessary support to the Government when it audits the Buyer/Seller or subcontractor and for the Government-Buyer/Seller/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.46 GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS)**

Seller is authorized use of 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 hotel used by NASA (currently the Volga) Russia; and d) Visa Coordination.

The Contracting Officer shall be promptly notified (through Buyer) by Seller 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 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**

(a) Definitions: In this clause:

(1) The term "Russian entities" means:

(A) Russian persons, or

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

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

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

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

(2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to December 31, 2025, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act, as amended (INKSNA). This clause also implements section 6(a) and the exception in section 7(1)(B) of INKSNA that is applicable through December 31, 2025. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. Contractors.

(c) (1) Seller shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer, to be obtained through Buyer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), Seller shall provide Buyer 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):

(A) 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.

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

- BIS's Listing of Entities of Concern (see <http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>)
- BIS's List of Denied Parties (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>)
- OFAC's List of Specially Designated Nationals (Adobe® PDF format) (see <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>)
- List of Unverified Persons in Foreign Countries (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/unverified-list>)
- State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions (see <http://pmdtc.state.gov/compliance/debar.html>)
- State Department's Lists of Proliferating Entities (see <http://www.state.gov/t/isn/c15231.htm>)

(2) Unless relief is granted by the Contracting Officer, the information necessary to obtain

approval to subcontract shall be provided to the Contracting Officer 45 business days prior to executing any planned subcontract with entities defined in paragraph (a).

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

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

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

(f) [Notwithstanding FAR 52.216-7, "Allowable Cost and Payments,"] [a]All work subcontracted to the Russian Federal Space Agency, any organization or entity under the jurisdiction or control of the Russian Federal Space Agency, or any other organization, entity or element of the Government of the Russian Federation must be completed on or before December 31, 2025. No payments for such work may be made by Buyer to the Seller, or by NASA to Buyer, after December 31, 2020. Seller is responsible for ensuring the completion of and payment for such subcontracted work in sufficient time to enable payment by NASA to Buyer and Buyer to Seller, on or before December 31, 2025.

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

#### **H.61 ADMINISTRATIVE LEAVE (JSC 52.242-94) (SEP 2008)**

(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, through Buyer:

1. Seller personnel and its subcontractor personnel working on-site; and
2. Seller 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, Seller 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 Seller 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 Buyer and Seller shall negotiate an 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 the 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) Seller shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.