

**CUSTOMER CONTRACT REQUIREMENTS**  
**(Strategic Launch Initiative Program)**  
**CUSTOMER CONTRACT NAS8-01099**

**CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. 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 (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

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

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 "The Boeing Company or any of its wholly owned subsidiaries."

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

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

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) Other Than Pensions (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

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

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 2000).

52.219-9 Small Business Subcontracting Plan (OCT 2000). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (FEB 1999).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (APR 1998). This clause applies only if this contract exceeds \$25,000.

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

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (JAN 1999). This clause applies only if this contract exceeds \$10,000.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (OCT 1996). This clause applies only if this contract exceeds \$100,000 (including all options).

52.225-8 Duty-free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000).

52.227-1 Authorization and Consent (JUL 1995).

52.227-1 Alternate I (APR 1984).

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

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-14 Rights in Data — General (JUN 1997). This clause applies only if data will be produced, furnished or acquired under this contract.

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

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H002 is included in Buyer's contract.

52.242-15 Stop-Work Order (Aug. 1989) Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-5 Competition in Subcontracting (DEC 1996)

52.245-2 Government Property (Fixed Price Contracts) (DEC 1989). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout the clause except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

2. NASA Contracts. If this contract is placed under a National Aeronautics and Space Administration contract, the following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2001). This clause applies to all or any part of this contract that includes information technology resources or services in which Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.

18-52.208-81 Restrictions on Printing and Duplicating (AUG 1993).

18-52.211-70 Packaging, Handling, and Transportation (JUN 2000).

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

18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies if FAR 52.219-9 is included in this contract.

18-52.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business.

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

18-52.223-74 Drug- and Alcohol-Free Workforce (MAR 1996). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

18-52.225-70 Export Licenses (FEB 2000).

18-52.227-14 Rights in Data — General (OCT 1995). This clause applies only if data will be produced, furnished or acquired under this contract except contracts for basic or applied research with universities or colleges.

18-52.227-70 New Technology (NOV 1998). 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.

18-52.227-72 Designation of New Technology Representative (JUL 1997). The new technology representative (if any) will be designated in this contract. This is applicable to this contract if it includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

18-52.242-73 NASA Contractor Financial Management Reporting (JUL 2000). 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.

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

18-52.245-70 Acquisition of Centrally Reportable Equipment (JUL 1997) [excluding paragraph (b)(3)]. "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.

18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (SEP 2000). Seller will submit annual reports to Buyer no later than October 15.

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

52.219-8 Utilization of Small Business Concerns (OCT 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

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

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor 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.

252.225-7014, Preference for Domestic Specialty Metals (MAR 1998), Alternate I (MAR 1998).

252.247-7023 Transportation of Supplies by Sea (MAR 2000). This clause applies only if this contract exceeds \$100,000 and are a type of supplies described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

#### 4. Cost Accounting Standards

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

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

(3) (Applicable if this contract incorporates clause H003). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated *August 1992*.

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

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

##### A. FOREIGN MILITARY SALES

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

##### B. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

##### C. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

##### D. ASBESTOS MATERIAL

(This clause applies only if this contract requires Seller to perform work at Marshall Space Flight Center.)

During performance of this contract, Seller's employees performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed-on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, Seller shall notify representatives of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. Seller shall be responsible for ensuring that its employees working onsite are made aware of and comply with this clause.

#### E. ADVANCED AGREEMENT - RIGHTS IN DATA

Buyer has entered into an advanced agreement with the Government regarding the interpretation of clause FAR 52.227-14, Rights in Data--General, Alternates II and III. In order to support that advanced agreement, Seller agrees to the following:

- (1) In addition to specific deliverables required to be furnished under this contract, Seller shall deliver, in Seller's format, all data (including computer software) specifically used or first produced under this contract to Buyer for delivery to the Government upon written request consistent with FAR 52.227-16, Additional Data Requirements, at no increase in contract price.
- (2) The categories of data (including computer software) to be delivered to the Government with unlimited rights are listed below. To the extent a conflict exists between the data in this paragraph (2) and data items listed in paragraph (3) and (4) below, this paragraph (2) shall control.

With respect to unlimited rights data under this contract, the Government has agreed to protect the competitive nature of the Contractor's design solutions relating to the Orbital Space Plane (OSP) until one of the following occurs:

- (A) The Government selects a single OSP contractor.
- (B) The Government decides to discontinue all OSP efforts.
- (C) The expiration of one year after the period of performance of Technology Area 1 under this contract.

Notwithstanding the above, the Government has the right to use all unlimited rights data for defining, deriving, and/or validating OSP requirements. However, the Government will not incorporate the Contractor's specific design solutions into such requirements.

The Government will not intermingle this protected data with the other established unlimited or limited rights data. The Government will mark this data as "Competition Protected, NAS8-01099 Section H.6(b)" pursuant to this paragraph (b).

**Unlimited Rights Data** (In the following lists, TA = Technology Area; TPM = Technical Performance Measure; TPS = Thermal Protection System, and TWS = Technology Work Shop.)

TA-1:

X-37 Contract No. NAS8-02070, Section H.5 (b) Advanced Agreement Rights in Data, Unlimited Rights [The X-37 Unlimited Rights in Data are incorporated as of the effective date of NAS8-01099 Modification 44. The terms

of the X-37 Unlimited Rights in Data are not altered by this action. Future changes (additions or deletions) to the X-37 Unlimited Rights in Data shall not be unilaterally incorporated herein.]

Level 1 (System Level) Requirements, a selected set of TPM's flowed in this contract.

Architecturally Driven TPM's and the Appropriate Architectural constraints and content (e.g., shape, scale, duration, etc.) for the generated TPM's as mutually agreed upon by the RST, with an initial list at T.W.S #1 and a baseline at PSRR.

Technology rankings

**TA-2:**

Design trade studies and results related to tank and TPS  
Tank and TPS materials property data  
Tank and TPS design concepts  
Tank and TPS manufacturing and scale-up data  
Tank and TPS performance predictions  
Tank and TPS test results

**TA-3:**

**Presentations**

Technology exchange meetings  
Periodic in-progress reviews  
Program milestone reviews  
NASA sponsored, Boeing supported industry briefings  
Informal reviews

**Data, Information, and Reports**

Technology reports  
Technical reports  
Financial reports  
Management reports  
Status reports  
Design documents  
Final reports  
Program plans  
Risk management reports  
Safety reports  
Still photos  
Video  
Motion pictures  
Test results  
**Specifications**  
Vehicle level system requirements  
Subsystem requirements  
Software specifications  
Hardware specifications  
Test requirements  
Procurement specifications

**Designs**

Avionics architecture  
Integrated Fault Management (IFM) design solution for avionics architecture  
Flight computer  
IFM design solution for flight computers  
Subsystem Interface and Control Unit (SICU)  
Bus interface module  
Automated fault injection test capability  
Vehicle subsystem integration and test testbed

**Analyses**

Reliability  
Simulation  
Failure Mode, Effect, and Criticality

**Performance****Trade studies****Software****Flight computer embedded application demonstration software****Flight computer embedded IFM software****Hardware****Flight computer****Flight computer modules, except for the Fault Tolerant Processor Module (FTPM)****TA-4:**

Advanced Checkout, Control, and Maintenance System (ACCMS) Architecture defined  
 ACCMS Integrated Task Plan & Schedule  
 Trade Study Data For Architecture Concepts  
 TIM Presentation Material  
 Testability Modeling approach  
 Testability Modeling data applied to demonstration  
 ACCMS Concept and Approach Description  
 Advanced Checkout and Control (ACCS) System requirements  
 ACCMS Software Design Document (ACCMS)  
 Advanced Informed Maintenance (AIM) Systems requirements  
 Operations Resource Management approach and demonstration (AIM)  
 Experiment and Research Results for System Checkout, Control and Maintenance  
 TA1 Launch System Impact data  
 TA1 Launch System Concept Input  
 Operability Verification and Validation Concept that supports RLV 7 day turn objective  
 Vehicle System Prognostic Analysis Test Results  
 Comparative Data Analysis and test results to baseline models (Shuttle and RLV Concept)  
 End to End Demo of Autonomous Command and Control integrated with Autonomous Informed Maintenance  
 Briefing-type Material which illustrate demonstrations and test results  
 User API Layer  
 FEP API layer  
 Demonstration Database  
 Demonstration Specific Embedded Caution Warning  
 Automated Intelligent Scripting Tool  
 Boeing / KSC Diagnostics Tools  
 GUI's – COTS SW tools, Domain Displays  
 AIM Command Interface  
 AIM Data Interface Module  
 Simulation Models  
 Error Injection scenario (file and / or instructions)  
 Intelligent Telemetry Archive  
 Problem Reporting and Corrective Actions  
 Logistics Module  
 AIM Domain Database  
 Demonstration Elements (Logistics, History, FEMA)

**TA-8:**

Cross Feed Check Valve  
 TA8toTA1-1 TPM's for crossfeed technology task  
 TA8toTA1-1 Technology impacts on requirements  
 TA8toTA1-1 Crossfeed technology task test design concepts  
 TA8toTA1-2 Data interface to PDM requirements  
 TA8toTA2-1 Preliminary Crossfeed Test Article design  
 928 CD-001 Technology Reports for Crossfeed Technologies (NFS 1852.227-79)  
 928-CM-004 TA-8 System, Subassembly, and Component Requirements Documents  
 Pressurization valves  
 Anti-vortex baffle for LH2 tank  
 Actuators  
 Solenoid valves  
 Process controller for vent valve  
 Isolation valves  
 Modulating valves or flow control pumps  
 Control valves and actuators for pressurization valves  
 Water flow meter  
 Pressure instrumentation  
 Valve position sensors



Data Acquisition System (DAS)  
 928-CM-011 Engineering Drawings and Associated Lists  
 1 top level assembly drawing  
 6 subassembly drawings  
     LH2 tank  
     LO2 tank  
     LH2 and LO2 pressurization and vent systems  
     Cross feed valve  
     Engine simulator (Option 1 or Option 2)  
     Feed system manifold  
     ~15 component drawings  
 LH2 tank  
     Anti-vortex baffle  
     Pressure sensor  
     Temperature sensor  
     Liquid level sensor  
     Screen  
     Structural support  
 LO2 tank  
     Pressure sensor  
     Temperature sensor  
     Liquid level sensor  
     Screen  
     Structural support  
 LH2 and LO2 pressurization and vent systems  
     Vent valve  
     Pressure regulator                      Flow control orifice  
     Tubing  
 Cross feed valve  
     Attachment  
     Holding fixture  
 Engine simulator

Option 1  
     Modulating valve  
     Tank pressure feedback  
     Holding fixture  
     Flow control pumps  
     Power supply  
     Tank pressure feedback  
     Attachment  
     Holding fixture  
     Feed system manifold  
     Tubing  
     Isolation valves  
     Fill/drain valve  
     Engine valves  
     Cross feed drain valve  
     Flow control orifices  
     Screens

928-CM-013 Specification and Drawing Trees  
 928-DE-001 TA-8 Component Test Plan  
 928-DE-008 TA-8 Crossfeed Test Plan  
 Test Readiness Review  
 928-DE-009 TA-8 Crossfeed Analyses Reports  
 928-DE-009 TA-8 Crossfeed Analytical Model Document  
 928-DE-009 TA-8 Crossfeed Description of Test Article Document  
 928-DE-012 TA-8 Component Analyses and Models  
 928-DE-013 TA-8 Component Test Report  
 928-DE-020 TA-8 Test Report  
 928-MA-003 Integrated Program/Project Schedule  
 928-MA-005 Work Breakdown Structure (WBS) and WBS Dictionary  
 928-MA-011 Informal Review Documentation  
 928-MA-014 Major Review Documentation  
 928-MA-017 Still Photographs, Video, and Motion Pictures  
 928-MA-020 Data Accession List  
 928-MA-021 Risk Reduction Review Documentation  
 928-RM-002 Problem Reporting and Corrective Action  
 928-RM-004 MSFC ALERT System Documentation  
 928-SA-003 TA-8 System Safety/Hazard Analysis

928-SA-006 Mishap and Safety Statistics Reports  
 928-SE-002 Component Development Plan  
 928-SE-008 Requirement Flowdown Matrix  
 928-VR-004 Verification Planning Document  
 928-VR-006 Verification Reports

**TA-9 Unlimited Rights Data**

1. Crew Survivability and Escape Requirements
2. TA-1 Crew Survivability and Escape Needs Assessment
3. List of Crew and Escape Technologies
4. Preliminary Crew and Escape Technologies Assessment
5. List of Crew and Escape Technologies for Further Risk Reduction
6. Crew and Escape Trade Studies Catalog
7. Crew Survivability and Escape Demo Architecture
8. Crew Survivability and Escape Technology Interdependencies Assessment
9. Crew Survivability and Escape Risk Management Plan
10. Crew Survivability and Escape Cost Assessment Results
11. Crew Survivability and Escape Technology Benefits/Impacts Assessment
12. Crew Survivability and Escape Project Plan and Progress Reporting
13. Crew Survivability and Escape Data Reporting
14. Architecture Processes and Technologies Alternatives Definition
15. Architecture Processes and Technologies Alternatives Evaluation
16. Tools and Processes Assessment
17. Expected Inputs and Dependencies
18. Crew Survivability and Escape Technologies Simulation Results
19. Crew Survivability and Escape Top Level Demo Concept
20. Crew Survivability and Escape Top Level Demo Plan
21. Software Functional Flow Diagrams
22. Unclassified, Nonproprietary reports, technical papers, and briefings on past and current non-SLI crew survivability and escape systems
23. Historical/lessons learned
24. Escape and Survival System Descriptions

(3) The following list of data items are the only data items used, furnished, or developed under this contract that will be provided to the Government with Limited Rights in accordance with FAR 52.227-14, Alternate II. Should additional items be identified during contract performance, Seller shall identify the items in writing to Buyer and such items may be added to the below list by bilateral modification, subject to agreement by the Government.

TA	TECHNICAL DATA	PROJECT ID	DESCRIPTION
1	X-37 Contract No. NAS8-02070, Section H.6(c) Advanced Agreements Rights in Data, Limited Rights.	X-37 Contract No. NAS8-02070,	Includes all data contained in the X-37 Contract No. NAS8-02070, Section H.5(c). [The X-37 Limited Rights in Data are incorporated as of the effective date of NAS8-01099 Modification 44. The terms of the X-37 Limited Rights in Data are not altered by this action. Future changes (additions or

			<b>deletions) to the X-37 Limited Rights in Data shall not be unilaterally incorporated herein.]</b>
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(4) The following list of computer software items listed below are the only software items used, furnished, or developed under this contract that will be provided to the Government with Restricted Rights in accordance with FAR 52.227-14, Alternate III. Should additional items be identified during contract performance, Seller shall identify the items in writing to Buyer and such items may be added to the below list by bilateral modification, subject to mutual agreement of the Government.

TA	SOFTWARE	PROJECT ID	DESCRIPTION
1	<b>X-37 Contract No. NAS8-02070, Section H.5(d) Advanced Agreements Rights in Data, Restricted Rights.</b>	<b>X-37 Contract No. NAS8-02070</b>	<b>Includes all data contained in the X-37 Contract No. NAS8-02070, Section H.5(d) Restricted Rights. [The X-37 Restricted Rights are incorporated as of the effective date of NAS8-01099 Modification 44. The terms of the X-37 Restricted Rights are not altered by this action. Future changes (additions or deletions) to the X-37 Restricted Rights shall not be unilaterally incorporated herein.]</b>

(5) With respect to data (including computer software) delivered under this contract, Seller agrees not to intermingle limited rights data and/or restricted rights software with data having unlimited rights.

(6) Government Use of Limited Rights Data

(A) Seller agrees that the Government may use limited rights data, consistent with FAR 52.227-14 Alternate II delivered under this contract for the purpose of (i) use (except for manufacture) by support service contractors and (ii) evaluation by non-government evaluators. The Government shall not disclose Limited Rights Data outside the Government without the express written permission of Seller, except for the following support service contractors where permission is hereby provided. Upon receipt of the Government's request, Seller shall respond within three working days otherwise it is mutually agreed and understood that consent to use of the support service contractors is granted.

1. Alpha Technology, Inc.
2. Elmco
3. Gray Research, Inc.
4. Jacobs Sverdrup
5. Analex Corporation

(B) Notwithstanding the above, with respect to the Fault Tolerant Processor Module (FTPM), Seller agrees that the Government may use limited rights data delivered under this contract for the purpose of manufacture by or on behalf of the Government.

(7) With respect to data being delivered under TA-1, Systems Engineering and Architecture Definition, the Government shall, prior to an input to the Generation of the Phase II Request For Proposal requirements, obtain concurrence from Seller that any extraction from the DRD 928-SE-001,

“Architecture Review Document,” contains no design solutions. All data that are considered design solutions by Seller will remain limited until Full Scale Development (FSD) decision or Year 2005; whichever occurs later.

- (8) With respect to data being delivered under TA-3, Vehicle Subsystems, the "Integrated Fault Management Methodology" identified in paragraph (3) above will become unlimited rights data upon the FSD decision or Year 2005; whichever occurs later.

#### F. IRAN NONPROLIFERATION ACT OF 2000

It has been determined by NASA that the Iran Nonproliferation Act of 2000, Pub. L. 106-178, March 14, 2000, 114 Stat. 38 (50 U.S.C. 1701) will apply to this procurement. The Iran Nonproliferation Act may prohibit awards to Russian companies and companies that were spun off from the Russian Space Agency, even if they have been incorporated outside of Russia. Seller shall not enter into letters of intent, letter contracts, purchase contracts, teaming agreements, or other exclusive agreements with companies that might be covered by the Act until the US Government has provided clearance to do so.