

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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NAS15-10000
INTERNATIONAL SPACE STATION PROGRAM (ISS)
SCHEDULE I

(a) FAR CLAUSES

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation with full force and effect, as if set out in full text and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (22), (23), (24), and (39) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, "Contractor" and "Offeror" shall mean Seller, and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>, <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or <http://farsite.hill.af.mil/>.

- (1) 52.203-3 Gratuities (APR 1984) [excluding subparagraph (c)(2)]. In paragraph (a), Government means United States of America Government or Buyer. In paragraphs (c) and (d), Government means Buyer.
- (2) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
- (3) 52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. 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.
- (4) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.
- (5) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000.
- (6) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). This clause applies only if this contract exceeds \$100,000. Paragraph (c) (4) is modified to read as follows: "(c) (4) Seller will promptly

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submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the Seller."

- (7) 52.204-2 Security Requirements (AUG 1996). In paragraph (c), the phrase "Changes clause of this contract" is changed to "Changes clause of the General Provisions". This clause applies only if access to classified information is required.
- (8) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990).
- (9) RESERVED.
- (10) 52.215-2 Audit and Records -- Negotiation (JUN 1999). This clause applies only if this contract exceeds \$25,000. In this clause "Comptroller General" and "Comptroller General of the United States" means "Comptroller General of the United States".
- (11) 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000.
- (12) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause only applies only if this contract exceeds \$550,000.
- (13) 52.215-14 Integrity of Unit Prices (OCT 1997) with Alternate I (OCT 1997) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000. Not applicable to service contracts that do not require delivery of supplies.
- (14) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR part 31. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (15) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

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- (16) 52.216-7 Allowable Cost and Payment (FEB 2002). This clause only applies if the contract is a cost reimbursement contract using GP4 as the general provisions. This clause never applies if the general provisions are GP1, GP2, or GP3.
- (17) 52.219-8 Utilization of Small Business Concerns (OCT 2000). This clause applies only if this contract exceeds \$100,000. In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (18) 52.219-9 Small Business Subcontracting Plan (JAN 2002). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer. In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (19) 52.222-1 Notice to the Government of Labor Disputes (FEB 1997).
- (20) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. In accordance with FAR 22.305(d), this clause does not apply to work performed solely within a foreign country or within a territory under United States jurisdiction other than a State, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331), American Samoa, Guam, Wake Island, and Johnston Island.
- (21) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.604-2(a)(2), this clause does not apply to supplies manufactured outside the United States, Puerto Rico, or the Virgin Islands. In accordance with FAR 22.603, this clause does not apply to services.
- (22) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11) only.] In accordance with FAR 22.807(b)(2), this clause does not apply to work performed outside the United States by employees who were not recruited within the United States. In accordance with FAR 22.801, United States means the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

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- (23) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract is for \$10,000 or more. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam.
- (24) 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.1408(a)(1), this clause does not apply to work performed outside the United States by employees recruited outside of the United States. United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.
- (25) 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract is for \$10,000 or more. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam.
- (26) 52.223-14 Toxic Chemical Release Reporting (Oct 2000) [excluding paragraph (e)]. This clause applies only if this contract exceeds \$100,000.
- (27) 52.225-8 Duty-Free Entry (FEB 2000). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.
- (28) 52.227-1 Authorization and Consent (JUL 1995).
- (29) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.
- (30) 52.227-14 Rights in Data -- General (JUN 1987), Alternate II (JUN 1987) and Alternate III (JUN 1987), as modified by NASA FAR Supplement 18-52.227-14. This clause applies only if data will be produced, furnished, or acquired under this contract.
- (31) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if technical data or computer software will be generated or delivered under this contract.

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- (32) 52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies only if this contract requires work on a Government installation.
- (33) 52.230-2 Cost Accounting Standards (APR 1998). (If the Seller is eligible for modified coverage, and desires to request modified coverage, the Seller should submit a certification to that effect.) This clause does not apply to small businesses, to educational institutions, or to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.
- (34) 52-230-4 Consistency in Cost Accounting Practices (AUG 1992). This clause applies to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.
- (35) 52.230-5 Cost Accounting Standards - Educational Institutions (APR 1988). This clause applies to educational institutions.
- (36) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause does not apply to small businesses or to United Kingdom contractors where the work is to be performed substantially in the United Kingdom.
- (37) 52.242-13 Bankruptcy (JUL 1995).
- (38) 52.244-5 Competition in Subcontracting (DEC 1996). This clause applies only if this contract exceeds \$100,000.
- (39) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1998).
- (40) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989). If the contract is cost reimbursement utilizing GP4 or time-and-material or labor-hour utilizing GP3, then FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) is substituted for this clause and paragraph (g) of FAR 52.245-5 is revised to read as follows:
- (g) Risk of Loss. Seller, upon the delivery to it or acquisition by it of any Government property, assumes the risk of and shall be responsible for all loss thereof or damage thereto. When such property is no longer needed for the performance of this contract, or at such other time as may be directed by Buyer pursuant to paragraph (i) of this clause, Seller shall return such property to Buyer or the Government, as applicable, in as good condition as when received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of work hereunder.

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- (40.1) **DEFINITIONS.** In this clause, the terms "Government-furnished property" and "Government Property" shall include both Buyer furnished and Government-furnished property and all references to title passing to or vesting in the Government shall refer to the United States of America Government. References to an "approved program or system" shall be references to "a United States of America Government approved program or system". "Contracting Officer" shall mean "Buyer's Authorized Purchasing Representative" and "Government" shall mean "Buyer" except as stated above.
- (40.2) **DATE OF THE PRIME CONTRACT.** The date of this contract, NAS15-10000, is October 1993.
- (40.3) **LIMITED RISK OF LOSS REQUESTS.** The Seller shall submit requests for limited risk of loss to the Buyer's Authorized Procurement Representative. Requests for Limited Risk Of Loss must include: (i) a listing, including quantity and unit prices, of all Loss, Damage, or Destruction of Government Property the requesting activity has incurred in three years prior to the date of request, (ii) the total quantity and cost of all Government Property accountable to the Seller's site performing the subcontract at the time of the request, and (iii) a copy of the Seller's most recent Formal Government Property System Analysis or a statement that no such analysis has been conducted at the site involved.
- (40.4) **FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS.** Seller shall provide data on government-owned Seller-held property, in accordance with the provisions at FAR 45.5 and this clause, on an annual basis. Report Government-Owned/Contractor-Held Property, in accordance with the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below.
- (40.4.1) The Seller shall submit annually the requested data, in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, prior to October 15 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3.
- (40.4.2) Movement of items of Government-Owned/Contractor Held Property shall comply with the shipment provisions at NASA FAR Supplement 1845.7101-2(a) through (c) and 1845.7102 Sections I through VIII. Property shipped

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between September 1 and September 30, inclusively, shall be accounted for and reported by the shipping activity, regardless of the method of shipment, unless written evidence of receipt at destination has been received.

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

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

(41) 52.245-18 Special Test Equipment (FEB 1993). Wherever "30 days" appears in this clause, substitute "75 days." The following provision is added to the end of paragraph (b) of the clause:

"Notification required by this clause shall contain the following information for each item of special test equipment or components thereof:

A list of alternate items that could be used; Estimated cost; Function; Technical justification for this item; and Date item is required.

If required date is within seventy-five (75) days of the date of the notification, give reason for the late notice."

Notwithstanding paragraph (c) of the referenced clause, Seller shall not buy or make any item of special test equipment without Buyer's prior written consent.

(42) 52.246-24 Limitation of Liability - High Value Items (APR 1984). This clause applies only if this contract exceeds \$100,000 and requires the delivery of supplies.

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- (43) 52.246-25 Limitation of Liability -- Services (FEB 1997). This clause applies only if this contract exceeds \$100,000 and requires delivery of services.
- (44) 52.247-63 Preference for U.S. - Flag Air Carriers (JAN 1997). This clause applies only if this contract may involve international air transportation. In accordance with paragraph (b) of this clause, this clause only applies if a U.S.-flag air carrier is available. Rules for availability are stated in FAR 47.403-1 and summarized here: For trips to and from the US, a foreign-flag air carrier can be used if using the foreign-flag air carrier saves 24 or more hours of travel time. For trips outside of the US, a foreign-flag air carrier can be used if using the foreign flag air carrier eliminates two or more aircraft changes in route or saves 6 or more hours of travel time or, for trips of three hours or less, saves half or more of the travel time.
- (45) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (ALTERNATE I) (APR 1984). In accordance with FAR 47.504(a), this clause does not apply to shipments aboard vessels of the Panama Canal Commission or as required or authorized by law or treaty.
- (46) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

(b) NASA FAR SUPPLEMENT CLAUSES

The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement with full force and effect, as if set forth in full text and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (8), (10) and (12) of this paragraph (b) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, and "Contractor" and "Offeror" shall mean Seller, and all reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>, <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>, or <http://farsite.hill.af.mil/>.

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- (1) 18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2002). This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.
- (2) 18-52.208-81, Restrictions on Printing and Duplicating (OCT 2001).
- (3) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities. In accordance with NASA FAR Supplement 1819.7103, this clause does not apply to work that, together with all subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Trust Territory of the Pacific Islands.
- (4) 18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern. In accordance with NASA FAR Supplement 1819.708-70 and FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (5) 18-52.219-76 NASA 8 Percent Goal (JUL 1997) This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business Concern. In accordance with NASA FAR Supplement 1819.7003, this clause does not apply when the contract, together with all its subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Trust Territory of the Pacific Islands.
- (6) 18-52.223-70 Safety and Health (APR 2002). This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.
- (7) 18-52.223-71 Frequency Authorization (DEC 1988). 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.
- (8) 18-52.227-14 Rights in Data - General (JUN 1987). 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.

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- (9) 18-52.227-70 New Technology (MAY 2002). This clause applies only if experimental, developmental, research, design, or engineering work is to be performed by other than a small business firm or a non-profit organization.
- (10) 18-52.227-86 Commercial Computer Software Licensing (DEC 1987). This clause only applies if technical data or computer software will be generated or delivered.
- (11) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work on a Government installation.
- (12) 18-52.228-76 Cross Waiver of Liability for Space Station Activities (DEC 1994). In accordance with prime contract clause H.34, for the purposes of NASA clause 18-52.228-76 "Cross-Waiver of Liability for Space Station Activities", Russia shall be considered a "Partner State" even though they have not yet signed the International Governmental Agreement (IGA) since Russia has agreed to a Space Station cross-waiver of liability under the Interim Agreement for Space Station between the United States and Russia, dated June 23, 1994. This clause applies only if this contract exceeds \$100,000.
- (13) 18-52.237-70 Emergency Evacuation Procedures (DEC 1988). Applies when subcontractor personnel are on United States of America Government facilities.
- (14) 18-52.242-73 NASA Contractor Financial Management Reporting (JUL 2000). Applies to Contracts of any value when implementing language is included in the contract.
- (15) 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.
- (16) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. This clause applies only if Government-owned property will be acquired or used in performance of this contract. Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00, all development items, no matter what the value, and Special Tooling will be provided to Buyer prior to 15 October of each year in conjunction with the form HOU-BMF-1018 report per paragraph (a)(40.4) hereunder. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.
- (17) 18-52.246-70, Mission Critical Space Systems Personnel Reliability Program (MAR 1991).

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(c) MANNED SPACE FLIGHT ITEM (JFS 18-52.246-73) (OCT 1986)

The Supplier shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"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."

(d) DESIGNATION OF NEW TECHNOLOGY AND PATENT REPRESENTATIVE (NFS 18-52.227-72) (APR 1984)

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

<u>Title</u>	<u>Office Code</u>	<u>Address (Including Zipcode)</u>
New Technology Representative	IC4	NASA Lyndon B. Johnson Space Center Technology Utilization Officer Houston TX 77058
Patent Representative	HA	NASA Lyndon B. Johnson Space Center Patent Counsel Houston TX 77058

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

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(e) HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(ALTERNATE I) (NOV 1991) (Prime Contract Clause I.7.)

This clause applies only if hazardous or toxic materials or chemicals are to be delivered under this contract.

- (1) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (2) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.
- (3) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (4) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (5) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (6) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (7) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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- (8) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (A) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, of disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (B) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (C) The Government is not precluded from using similar or identical data acquired from other sources.
- (9) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (A) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document that accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (B) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.
- (f) RESERVED
- (g) EXPORT OF TECHNICAL DATA, COMPUTER SOFTWARE, OR HARDWARE IN THE CONDUCT OF SPACE STATION RELATED ACTIVITIES (Prime Contract Clause H.5)

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This clause applies under the conditions specified in paragraph 5.

- (1) During the conduct of Space Station related activities, including Shuttle/Mir activities, NASA may have a need to deliver, disclose, or transfer to a foreign entity or person ("export") technical data, computer software, or hardware developed, used, or required to be delivered by the Contractor in the performance of this contract. When such a need arises, NASA or the Buyer may exercise the applicable exemptions, general licenses, existing NASA export licenses or other approvals available to a Federal agency under the U.S. export control laws, and may effect the export of such technical data, computer software, or hardware for NASA or the Buyer by direction to the Seller.
- (2) When directed in writing by the Contracting Officer, or designated representative, or the Buyer's Authorized Purchasing Representative, the Seller, acting as an agent of NASA for the purposes of export control, shall export on behalf of NASA specifically identified technical data, computer software, or hardware to a named foreign entity or person, in the manner and under the conditions provided for in the direction.
- (3) Any export made in accordance with this clause shall be limited to only that technical data, computer software, and hardware which NASA or the Buyer's Authorized Purchasing Representative specifically identifies and authorizes the Seller to export, in the manner and under the conditions provided in the authorization. All other exports of technical data, computer software and hardware by the Contractor, whether related to the performance of this contract or otherwise, are subject to the applicable requirements of the U.S. export control laws and regulations.
- (4) Nothing contained in this clause shall affect the protection or allocation of rights to technical data or computer software between Buyer and Seller or any Seller lower tier subcontractors as provided for in this subcontract or subcontract hereunder; nor shall this clause imply any license or affect the scope of any license otherwise granted to the Government or the Buyer or the recipient of the transferred or disclosed technical data or computer software.
- (5) The Seller agrees to include this clause in all subcontracts at any tier (suitably modified to reflect the relationship of the parties), the performance of which may require the development, delivery, or use of technical data, computer software, or hardware. If there is any question as to such a need by the Seller or a prospective lower tier subcontractor, the Seller shall promptly notify the Buyer's Authorized Purchasing Representative, and not proceed with subcontract award without further instruction.
- (6) When this clause is included in a subcontract, the Buyer and Seller agree that any direction given by the Contracting Officer or designated representative or

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by the Buyer's Authorized Representative to the Seller under this clause will be given by the Seller to a Seller lower tier subcontractor when required to effect the export for NASA in accordance with this clause.

(h) **PACKAGING AND MARKING (NFS 18-52.210-75) (SEP 1990) (ALTERNATE II) (SEP 1990)**

This clause is applicable only if this contract states that the requirements of NHB 6000 are applicable. If NHB 6000, is applicable, and there are exceptions to be listed as stated in paragraph 1, these exceptions will be set out elsewhere in this subcontract.

- (1) The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation, and/or MIL-STD-2073-1 and MIL-STD 2073-2, as applicable, except as noted below:

Applicability of the above requirements to each deliverable is addressed within the ISSA Packaging, Handling, Storage, and Transportation Plan (D684-10041-1-6).

- (2) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.
- (3) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's technical representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.
- (4) The Contractor's packaging specifications or procedures may be utilized if they are (a) not in conflict with cited Government specifications and (b) approved in writing by the Contracting Officer. In the event of any conflict between Government and Contractor specifications or procedures, the Government documents cited in this clause shall take precedence.
- (5) The Contractor shall place identical requirements on all subcontracts.
- (6) The following items to be furnished under this contract are for space flight use: See Attachment J-5, Deliverable Items List, Column F entitled Hardware Type for items marked as "FLT"
- (7) All markings for space flight items shall be blue in color. All shipping containers, shipping documents, and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE."
- (8) The Contractor shall prominently display a NASA Critical Space Item Label on the exterior of all Class I, Class II, and Class III interim packages and

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exterior shipping containers to alert all shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of NHB 6000.1.

- (i) RESERVED
- (j) RESERVED
- (k) RESERVED
- (l) RESERVED
- (m) RESERVED
- (n) RESERVED
- (o) RESERVED
- (p) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (FAR) 52.225-11) (MAY 1992) (Prime Contract clause I.15.)
 - (a) Unless advance written approval of the Contracting Officer is obtained, the contractor shall not acquire for use in the performance of this contract -
 - (1) Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;
 - (2) Any supplies that are or were located in or transported through North Korea, Vietnam, Cambodia, or Cuba; Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles.
 - (b) The Contractor shall not acquire for use in the performance of this contract supplies or services originating from sources within Iraq, or any supplies or services from entities controlled by the Government of Iraq.
 - (c) The Contractor agrees to insert the provision of this clause, including this paragraph c, in all subcontracts hereunder.
- (q) POTENTIALLY HAZARDOUS ITEMS (DEVIATION) (NFS 18-52.223-72) (DEC 1988) (Prime Contract Clause I.16)
 - (a) The Seller shall furnish complete design information and drawings showing all details of construction, including materials, for the items or components listed in the Potentially Hazardous Items List contained in paragraph (d) of this article. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in

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testing them either alone or in combination with other items or components, or in handling them. The Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items for components before requesting or directing the performance of work.

- (b) This requirement for the delivery of data supersedes any terms of this contract permitting withholding of data.
- (c) The Seller shall include this clause, including this paragraph (c), in each subcontract at any tier under this contract that call for the manufacture or handling of the items or components designated according to paragraph (a) above as potentially hazardous. Notwithstanding this clause, Buyer's responsibility for providing the data required by this clause remains unchanged.
- (d) POTENTIALLY HAZARDOUS ITEMS LIST

MATERIAL CODE	DESCRIPTION	MSDS NUMBER
DMS2224/TYI/CL W/GR5	FABRIC, CARBON, EPOXY PREIMPREGNATED IMPACT RESISTANT	3719
DMS2235/TYI/G4 0/C40.04	FOAM, SYNTACTIC CORE MATL. EPOXY FOR SANDWICH PANELS	6236
DPM11002/.5	TAPE, P/S, TRANSPARENT, TEFLON	38
DPM11002/.75	TAPE, P/S, TRANSPARENT, TEFLON	38
DPM11002/1	TAPE, P/S, TRANSPARENT, TEFLON	38
DPM11002/1.5	TAPE, P/S, TRANSPARENT, TEFLON	38
DPM11002/2	TAPE, P/S, TRANSPARENT, TEFLON	38
DPM11002/3	TAPE, P/S, TRANSPARENT, TEFLON	38
DPM11005	ADHESIVE, FILM, HIGH TEMPERATURE EPOXY	5784
DPM11006	PRIMER, ADHESIVE, HIGH TEMPERATURE EPOXY	4759
DPM11007	ADHESIVE, EPOXY PASE, ONE PART	2098
DPM11023	FOAM, POLYIMIDE, FLEXIBLE	337
DPM11036	PRIMER, SILANE	614
DPM11039/.125	SHEET, PLASTIC, ACETAL, 20%	1054

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	GLASS FILLED	
DPM11039/.25	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/.375	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/.5	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/.625	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/.75	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/.875	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.125	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.25	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.375	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.5	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.625	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.75	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/1.875	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11039/2	SHEET, PLASTIC, ACETAL, 20% GLASS FILLED	1054
DPM11040/.25	FOAM, MELAMINE	6019
DPM11040/.5	FOAM, MELAMINE	6019
DPM11040/1	FOAM, MELAMINE	6019
DPM11040/1.5	FOAM, MELAMINE	6019
DPM11040/2	FOAM, MELAMINE	6019
DPM11040/2.5	FOAM, MELAMINE	6019
DPM11040/3	FOAM, MELAMINE	6019
DPM11041	FILM, POLYIMIDE, DOUBLE ALUMINIZED, PERFORATED, 3 MIL THICK	6642
DPM11042	FILM, POLYIMIDE, DOUBLE ALUMINIZED, PERFORATED, 3 MIL THICK	6804/3800
DPM11045/.031	SHEET, LAMINATE, EPOXY/GLASS	2101
DPM11045/.047	SHEET, LAMINATE, EPOXY/GLASS	2101

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DPM11045/.0625	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.0945	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.125	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.156	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.1875	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.219	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.25	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.3125	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.375	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.438	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11045/.5	SHEET, EPOXY/GLASS	LAMINATE,	2101
DPM11046/1	TAPE, P/S, EMBOSSSED	CU/ACRYLIC,	2099
DPM11047/1	TAPE, P/S	ACRYLIC, TEFLON	2100
DPM11052/.25	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/.3125	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/.375	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/.5	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/.5	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/.625	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/.75	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/1	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/1.25	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/1.5	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037
DPM11052/2.0	ROD, PLASTIC, POLY (AMIDE- IMIDE)		6037

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	IMIDE)	
DPM1053/.5	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM1053/.75	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM1053/1	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM1053/1.25	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM1053/1.5	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM1053/1.75	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM1053/2	PLASTIC, POLYSULFONE SHEET, WHITE PIGMENTED	INACTIVE
DPM11062	SEALANT, THREAD	7438
DPM11063	FABRIC, WOVEN CERAMIC	807
DPM11064	FABRIC, CARBON, RESIN PREIMPREGNATED	3719
DPM11065	FABRIC, ARAMID, EPOXY PREIMPREGNATED	6735/3719
DPM11067/.25	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/.375	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/.5	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/.625	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/.75	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/1.0	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/1.25	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067/1.50	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11067-1	ROD, POLYAMIDE-IMIDE, 30% GLASS FILLED	7000
DPM11068	BATTING, MODIFIED POLYAMIDE, FLAME RESISTANT	6755
DPM11069/1	WEBBING, TEXTILE, ARAMIDE	7527
DPM11072	NETTING, MODIFIED POLYAMIDE	6822
DPM11073/.062	CORD, LACING, PTFE	6753

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DPM11076/130-150	FOAM, CHLOROPRENE	6722
DPM11076/15-25	FOAM, CHLOROPRENE, SAFLITE II	6722
DPM11076/30-40	FOAM, CHLOROPRENE, SAFLITE II	6722
DPM11076/45-55	FOAM, CHLOROPRENE, SAFLITE II	6722
DPM11076/55-65	FOAM, CHLOROPRENE, SAFLITE II	6722
DPM11077	POTTING COMPOUND, SILICONE RUBBER	6720/6719
DPM11079	FOIL, ALUMINUM, PHOTSENSITIVE	7421
DPM11080	ADHESIVE, FILM, EPOXY, .08 POUNDS PER SQUARE FEET	654/6746
DPM11080-1	ADHESIVE, FILM, EPOXY, .085 POUNDS PER SQUARE FOOT	6220
DPM11080-2	ADHESIVE, FILM, EPOXY, .08 POUNDS PER SQUARE FOOT	654
DPM11081	COMPOUND, POTTING, HONEYCOMB REINFORCING, PREMIXED	6781
DPM11081-1	COMPOUND, POTTING, HONEYCOMB REINFORCING	6783/6784
DPM11081-2	COMPOUND, EPOXY POTTING	4817
DPM11082/.125	FOAM, POLYETHYLENE, SHEET	7378
DPM11082/.25	FOAM, POLYETHYLENE, SHEET	7378
DPM11083/1 IN	FOAM, POLYETHYLENE, PLANK	7378
DPM11083/2	FOAM, POLYETHYLENE, PLANK	7378
DPM11085/.025	ADHESIVE, CORE SPLICING, .025 THICK	5786
DPM11085/.05	ADHESIVE, CORE SPLICING, .050 THICK	5786
DPM11094/.030	SHEET, PRESSURE SENSITIVE, MAGNETIC	7055
DPM11094/.060	SHEET, PRESSURE SENSITIVE, MAGNETIC	7055
>DPM11097/.062	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW COMPRESSION SET	7158
DPM11097/.092	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW COMPRESSION SET	7158
DPM11097/.125	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW	7158

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	COMPRESSION SET	
DPM11097/.188	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW COMPRESSION SET	7158
DPM11097/.25	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW COMPRESSION SET	7158
DPM11097/.375	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW COMPRESSION SET	7158
DPM11097/.5	RUBBER, SILICONE, EXPANDED, MEDIUM, LOW COMPRESSION SET	7158
DPM11099	ADHESIVE, POLYURETHANE, HIGH TACK	7218
DPM11104	SEALANT, FABRIC EDGE CARD, HUMIDITY	7202
DPM1252	LUBRICANT, ANTI-SEIZE, HIGH TEMPERATURE	7987
DPM13028/2.5 OZ.	ADHESIVE, EPOXY, CRYOGENIC & ELEVATEDTEMPERATURE RESISTANCE	208/209
DPM13028/6 CC	ADHESIVE, EPOXY, CRYOGENIC & ELEVATEDTEMPERATURE RESISTANCE	208/209
DPM13030	ADHESIVE, SILICONE ELASTOMER	5918/6451
DPM13045/10ML	ADHESIVE, URETHANE ACRYLIC	6752
DPM13045/20ML	ADHESIVE, URETHANE ACRYLIC	6752
DPM1346	ADHESIVE, ACRYLIC	6743/60/6885/6 1/6886
DPM154-2	GAS, NITROGEN	1494/17
DPM1826-8	FABRIC, GLASS 1584, PHENOLIC PREPREG	7385
DPM2058-4	COMPOUND, EPOXY, ALUMINUM FILLED	5510/6279
DPM2065-1	SOLVENT, CHLOROTHENE SM	1310/6723/133 7/6085/6587
DPM2091	ADHESIVE, POLYSULFIDE	628/629
DPM2092	FILLER, COLLOIDAL SILICA, PYROGENIC	5526
DPM2101-1/3-8	MESH DESICCANT, INDICATING	3434

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	TYPE	
DPM2292	SEALANT, POLYSULFIDE, CLASS B-2	2097
DPM2292-1	SEALANT, POLYSULFIDE, CLASS B-1/2	7800/7801
DPM2292-2	SEALANT, POLYSULFIDE, CLASS A-2	7802/7803
DPM2292-5	SEALANT, POLYSULFIDE, CLASS B-2	5326
DPM2292-7	SEALANT, POLYSULFIDE, CLASS A-1/2	7804/7805
DPM2419/.02	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.031	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.0625	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.092	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.102	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.125	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.19	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.25	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/.5	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2419/1.0	SHEET, LAMINATE, GLASS/PHENOLIC	3778
DPM2479	ADHESIVE, FILM	INACTIVE/1572
DPM2531	SEALANT, SILICONE, RTV	952/953
DPM256-1	SEALANT, POLYSULFIDE	INACTIVE
DPM2584-1	PRIMER, THREAD SEALANT	7785
DPM2584-2	PRIMER, THREAD SEALANT	1107
DPM264NATURAL/26AWG	TUBE, TEFLON	6461
DPM2756-1	FABRIC, GLASS, PTFE COATED	332
DPM2766-1/.25	TAPE, PTFE, THREAD SEALING	A0001
DPM2870	ADHESIVE, CERAMIC	1967/1968
DPM2939	COMPOUND, SILICONE RUBBER, CASTING, RTV	2140/912
DPM3020	ADHESIVE, OPOXY	243/244/295
DPM3087-3	MAT. GLASS FILAMENT	7283
DPM3098/1	FOAM, POLYETHYLENE, SHEET	336/7378

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DPM3098/1.5	FOAM, POLYETHYLENE, SHEET	336/7378
DPM3098/1.75	FOAM, POLYETHYLENE, SHEET	336/7378
DPM3098/2	FOAM, POLYETHYLENE, SHEET	336/7378
DPM3098/2.25	FOAM, POLYETHYLENE, SHEET	336/7378
DPM3167	ADHESIVE, RUBBER, NEOPRENE	261
DPM3197	ADHESIVE, RUBBER	264
DPM3201	ADHESIVE, SILICONE, COMPONENT, WHITE	5546/159
DPM3201-2	SEALANT, SILICONE, RED	161/357
DPM3202-1	PRIMER, ADHESIVE, SILICONE	162
DPM3392-1	PRIMER, ADHESIVE, SILICONE, BLUE	191
DPM3392-3	COATING, THERMAL BARRIER, SILICONE	1071/192
DPM3392-4	CURING AGENT, SILICONE PASTE, RTV-9950	192
DPM3422	COMPOUND, EPOXY, EDGE FILLER	198/199
DPM348-1	LUBRICANT, GREASE, SILICONE, LIGHT	6204
DPM3484	ADHESIVE, QUICK SET	4803/779 4
DPM3485	ADHESIVE, EPOXY	208/209
DPM3485/10	GRAM ADHESIVE, EPOXY	208/209
DPM3485/20	GRAM ADHESIVE, EPOXY	208/209
DPM3494	RELEASE AGENT, FLUOROCARBON	7216/431 0
DPM3574-1	ADHESIVE, OPOXY, STRAIN GAGE	219/220/ 221
DPM3574-3	ADHESIVE, EPOXY, STRAIN GAGE	222/2144 /8027
DPM3683-1/2	WIDE FILM, BAGGING & STOWING	7696
DPM3683-2	FILM, NYLON, ANTI-STATIC, TINTED	7696
DPM3688	PRIMER, ADHESIVE, SILOXANE	236/INA CTIVE
DPM3688-1	PRIMER, STRUCTURAL BONDING, CRYOGENIC	236
DPM3716-1-25M/.094	RUBBER, SILICONE SHEET	267
DPM3716-1-25M/.125	RUBBER, SILICONE SHEET	267
DPM3716-1-30/.062	RUBBER, SILICONE SHEET	267
DPM3716-1-30M/.062	RUBBER, SILICONE SHEET	267
DPM3716-1-	RUBBER, SILICONE SHEET	267

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50/.062		
DPM3717/.010	RUBBER, FLUOROSILICONE	INACTIV E
>DPM3734-2	ADHESIVE, FILM, MODIFIED EPOXY	268
DPM3771-2	INSULATION, EPOXY ABLATIVE	272/273/ 334
DPM379-1	TALC, POWDERED, ASBESTOS FREE	56
DPM3844	ADHESIVE, FILM	INACTIV E
DPM4002	PLASTIC SHEET, LAMINATED PHENOLIC, POST-FORMING	7832/783 3
DPM4002/.032	PLASTIC SHEET, LAMINATED PHENOLIC, POST-FORMING	7832/783 3
DPM4002/.093	PLASTIC SHEET, LAMINATED PHENOLIC, POST-FORMING	7832/783 3
DPM4002/.187	PLASTIC SHEET, LAMINATED PHENOLIC, POST-FORMING	7832/783 3
DPM4004/.5	INSULATION, BATTING, GLASS FIBER	7839
DPM4004- 1/0.6LB/CUFTX1. 0	BATTING, GLASS, 0.6 LB/CU.FT.	7839
DPM4004- 1/THICKX48W	BATTING, GLASS, 1.0 LB/CU.FT.	7839
DPM4074/.5	ROD, PTFE	5678
DPM4074/.563	ROD, PTFE	5678
DPM4074/.563DI AX1	ROD, PTFE	5678
DPM4074/1.75	ROD, PTFE	5678
DPM4074/7	ROD, PTFE	5678
>DPM417-11105	PAINT, ENAMEL, GLOSS, RED	7248
DPM4192	PIGMENT DISPERSION, BLACK	INACTIV E
DPM4246/.75	INSULATION, REFRACTORY, BLANKET	297
DPM4248	FABRIC, QUARTZ	7304
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DPM4976-37038	PAINT, ENAMEL, EPOXY, FLAT, BLACK	7820/776 2/7763/7 765
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DPM540	SOLVENT, TOLUENE	496/6343 /5841
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DPM8316	STRIPPER, NEUTRAL, NON-EMBRITTLING	719
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DPM8352-13538	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, GLOSS, YELLOW	2020/2021
DPM8352-14062	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, GLOSS, GREEN	2020/2021
DPM8352-15045	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, GLOSS, BLUE	2020/2021
DPM8352-15080	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, GLOSS, BLUE	2020/2021
DPM8352-15180	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, GLOSS, BLUE	2020/2021
DPM8352-16440	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, GLOSS, GRAY	2020/2021
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DPM8352-25183	PAINT, ENAMEL, EPOXY, CHLOR. SOLVENT, SEMI-GLOSS, BLUE	2020/2021
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DPM8528-26251	PAINT, ENAMEL, POLYURETHANE, SEMI-GLOSS GRAY	1608/809 /5237/52 35/7452/ 7312/810 /5236/52 34
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- (r) CHANGE IN PRIME CONTRACTOR (Written to implement prime contract clause H.72)

In the event the Boeing Company is not selected for the International Space Station follow-on contract, upon the termination or expiration of International Space Station prime contract NAS15-10000, the remaining effort under this contract will be transferred via a novation agreement to the successor contractor selected by NASA or to NASA. The Seller hereby agrees to execute a novation agreement between itself, The Boeing Company, and the successor contractor or the United States of America Government. The Seller further agrees that deletion of the effort specified in the novation agreement from this contract and novation to a successor contract (or transfer to a follow-on contract) shall not be considered a partial termination of this contract.