

**Common Terms and Conditions Guide**  
**Section 5 – Government Contract Requirements**

**Clause Number: 5017**  
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**NAS8-01099**

- (a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.
- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
  - (2) 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.
  - (3) 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.
  - (4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
  - (5) 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 Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
  - (6) 52.211-5 New Materials (AUG 2000)
  - (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
  - (8) 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.
  - (9) 52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In

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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."

- (10) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000. 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."
- (11) 52.215-14 Integrity of Unit Prices (OCT 1997) [excluding paragraph (c)]
- (12) 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.
- (13) 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. "Contracting Officer" shall mean Buyer.
- (14) 52.215-19 Notification of Ownership Changes (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. "Contracting Officer" shall mean Buyer.
- (15) 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 \$550,000. "Contracting Officer" shall mean Buyer in subparagraph (a).
- (16) 52.219-8 Utilization of Small Business Concerns (OCT 2000)

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- (17) 52.219-9 Small Business Subcontracting Plan (OCT 2000), Alternate II (JAN 2000). 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.
- (18) 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- (19) 52.222-26 Equal Opportunity (FEB 1999) [subparagraphs (b)(1) through (11)]
- (20) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998). This clause applies only if this contract is for \$10,000 or more.
- (21) 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000.
- (22) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999). This clause applies only if this contract is for \$10,000 or more.
- (23) 52.223-14 Toxic Chemical Release Reporting (OCT 1996) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 12 and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
- (24) 52.225-8 Duty-Free Entry (FEB 2000). This clause only if supplies 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.
- (25) 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- (26) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)
- (27) 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.
- (28) 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (JUN 1997). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business or nonprofit organization.
- (29) 52.227-14 Rights in Data -- General (JUN 1987), Alternates II and III (JUN 1987) -- As modified by NASA FAR Supplement 18-52.227-14. This clause

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applies only if data will be produced, furnished, or acquired under this contract.

- (30) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
  - (31) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause applies only if clause 3050 or 3051 is incorporated in this contract. Add "Buyer and the" before "Contracting Officer" in paragraph (f).
  - (32) 52.244-5 Competition in Subcontracting (DEC 1996)
  - (33) 52.245-2 Government Property (DEC 1989)
  - (34) 52.245-18 Special Test Equipment (FEB 1993)
- (b) The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.
- (1) 18-52.204-76 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.
  - (2) 18-52.208-81 Restrictions on Printing and Duplicating (AUG 1993).
  - (3) 18-52.211-70 Packaging, Handling, and Transportation (JUN 2000)
  - (4) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.
  - (5) 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
  - (6) 18-52.219-76NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business.
  - (7) 18-52.223-70 Safety and Health (SEP 1993). This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.

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- (8) 18-52.223-74 Drug- and Alcohol-Free Workplace (MAR 1996). This clause applies only if work is performed by an employee in a sensitive position, except if this contract is for commercial items.
  - (9) 18-52.225-70 Export Licenses (FEB 2000)
  - (10) 18-52.227-70 New Technology (NOV 1998). This clause applies only if this contract is for experimental, developmental or research work and Seller is not a small business or nonprofit organization.
  - (11) 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.
  - (12) 18-52.227-72 Designation of New Technology Representative and Patent Representative (JUL 1997). Insert in paragraph (a): New Technology Representative, Mail Code CO30, George C. Marshall Space Flight Center, National Aeronautics and Space Administration, Marshall Space Flight Center AL 35812; Patent Representative/Chief, Intellectual Property Counsel, Mail Code LS01 George C. Marshall Space Flight Center, National Aeronautics and Space Administration, Marshall Space Flight Center AL 35812.
  - (13) 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.
  - (14) 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.
  - (15) 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.
  - (16) 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.
- (c) Cost Accounting Standards
- (1) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause 3050 is the version dated April 1996.

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- (2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated April 1996.

(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.

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- (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

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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  
~~Power Management And Distribution (PMAD) architecture~~  
Flight computer  
IFM design solution for flight computers  
Subsystem Interface and Control Unit (SICU)  
~~IFM design solutions for PMAD~~  
Bus interface module  
~~PMAD subsystem interface module~~  
Automated fault injection test capability  
Vehicle subsystem integration and test testbed  
~~PMAD Smart Switch~~  
~~PMAD Solid State Power Controller (SSPC) switch~~  
~~PMAD Smart Switch module~~  
~~PMAD SSPC module~~  
~~PMAD Smart Switch assembly~~  
~~PMAD SSPC assembly~~  
Analyses  
Reliability  
Simulation  
Failure Mode, Effect, and Criticality  
Performance  
Trade studies  
Software  
Flight computer embedded application demonstration software  
Flight computer embedded IFM software  
~~PMAD SICU embedded application demonstration software~~  
~~PMAD simulation software~~  
~~PMAD SICU embedded IFM software~~  
~~PMAD Smart Switch, module, and assembly embedded application and IFM software~~  
~~PMAD SSPC switch, module, and assembly embedded application and IFM software~~  
Hardware  
Flight computer  
Flight computer modules, except for the Fault Tolerant Processor Module (FTPM)  
~~PMAD SICU~~  
~~PMAD SICU modules~~  
~~PMAD Smart Switch~~  
~~PMAD SSPC switch~~  
~~PMAD Smart Switch module~~  
~~PMAD SSPC module~~  
~~PMAD Smart Switch assembly~~  
~~PMAD SSPC assembly~~

TA-4:



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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

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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

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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)	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

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	Advanced Agreements Rights in Data, Limited Rights.		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 deletions) to the X-37 Limited Rights in Data shall not be unilaterally incorporated herein.]
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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	X-37 Contract No. NAS8-02070, Section H.5(d) Advanced Agreements Rights in Data, Restricted Rights.	X-37 Contract No. NAS8-02070	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.]

- (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

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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.