



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 949 (10/01/96)

THE BOEING COMPANY (BOEING) SUBCONTRACT

HX3200, HX3220, HX3221, HX3222

(NAS15-10000)

INTERNATIONAL SPACE STATION ALPHA (ISSA) PROGRAM

GOVERNMENT CONTRACT REQUIREMENTS

(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. Unless otherwise provided, the clauses are those in effect as of October 1993.

(1) 52.203-6 Restrictions on Subcontractor Sales to the Government

(2) 52.203-7 Anti-Kickback Procedures [excluding subparagraph (c)(1)]. 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. This clause applies only if this contract exceeds the FAR small purchase limitation. 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. This clause applies only if this contract exceeds \$100,000.

(5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. 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) 52.204-2 Security Requirements (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified material is required.

(7) 52.208-1 Required Sources for Jewel Bearings and Related Items

(8) 52.210-5 New Material. "Contracting Officer" shall mean Buyer.

- (9) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property. "Contracting Officer" shall mean Buyer.
- (10) 52.211-15 Defense Priority and Allocation Requirements
- (11) 52.215-2 Audit -- Negotiation. This clause applies only if this contract exceeds \$10,000.
- (12) 52.215-26 Integrity of Unit Prices [excluding paragraph (c)]
- (13) 52.215-27 Termination of Defined Benefit Pension Plans. This clause applies only if under this contract certified cost or pricing data is required and 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) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB). 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) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
- (16) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan. 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.
- (17) 52.219-13 Utilization of Women-Owned Small Businesses
- (18) 52.220-3 Utilization of Labor Surplus Area Concerns
- (19) 52.220-4 Labor Surplus Area Subcontracting Program. This clause applies only if this contract exceeds \$500,000.
- (20) 52.222-1 Notice to the Government of Labor Disputes. "Contracting Officer" shall mean Buyer.
- (21) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation. 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.
- (22) 52.222-20 Walsh-Healey Public Contracts Act. This clause applies only if this contract exceeds \$10,000.
- (23) 52.222-26 Equal Opportunity [subparagraphs (b)(1) through (11)]
- (24) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans. This clause applies only if this contract is for \$10,000 or more.
- (25) 52.222-36 Affirmative Action for Handicapped Workers. This clause applies only if this contract exceeds \$2,500.
- (26) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era. This clause applies only if this contract is for \$10,000 or more.

- (27) 52.223-2 Clean Air and Water. This clause applies only if this contract exceeds \$100,000.
- (28) 52.225-10 Duty-Free Entry. 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.
- (29) 52.225-11 Restrictions on Certain Foreign Purchases
- (30) 52.225-17 Buy American Act - Supplies Under European Community Agreement
- (31) 52.227-1 Authorization and Consent
- (32) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. This clause applies only if this contract exceeds the FAR small purchase limitation. A copy of each notice sent to the Government will be sent to Buyer.
- (33) 52.227-14 Rights in Data -- General, Alternates II and III, as modified by NASA FAR Supplement 18-52.227-14. This clause applies only if data will be produced, furnished, or required under this contract.
- (34) 52.227-16 Additional Data Requirements. This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- (35) 52.236-13 Accident Prevention, Alternate I. In this clause, "Contracting Officer" shall mean Buyer, except in paragraph (f), where it shall mean Buyer, Contracting Officer, and Boeing.
- (36) 52.237-2 Protection of Government Building, Equipment, and Vegetation. This clause applies only if this contract requires work on a Government installation.
- (37) 52.244-5 Competition in Subcontracting
- (38) 52.245-2 Government Property
- (39) 52.245-18 Special Test Equipment
- (40) 52.246-23 Limitation of Liability
- (41) 52.247-63 Preference for U.S. - Flag Air Carriers
- (42) 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
- (43) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent, and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.
- (b) The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller. Unless otherwise provided, the clauses are those in effect as of October 1993.

- (1) 18-52.219-74 Use of Rural Area Small Businesses. This clause applies only if this contract offers subcontracting possibilities.
- (2) 18.52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting. This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern.
- (3) 18.52.223-70 Safety and Health. This clause applies only if (i) this contract exceeds \$1,000,000, (ii) construction, repair, or alteration in excess of \$25,000 is involved, or (iii) it involves the use of hazardous materials or operations.
- (4) 18-52.223-71 Frequency Authorization. This clause applies only if this contract requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.
- (5) 18-52.227-14 Rights in Data - General. 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.
- (6) 18-52.228-72 Cross-Waiver of Liability for Space Shuttle Service
- (7) 18-52.244-70 Geographic Participation in the Aerospace Program. This clause applies only if this contract is for \$100,000 or more.
- (8) 18-52.245-70 Acquisition of Centrally Reportable Equipment [excluding paragraph (b)(3)]. In this clause, "Contracting Officer" shall mean Buyer. Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00, all development items, no matter what the value, and Special Tooling will be provided to Buyer on 30 March and 30 September of each year. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.

(c) Space Flight Item

For use in manned 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 quality which is higher than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of Buyer.

(d) Designation of New Technology Representative and Patent Representative

(1) For purposes of facilitating 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:

New Technology Technology Utilization Ctr

Representative Office Code: IC4

NASA, Lyndon B. Johnson

Space Center

Houston, TX 77058

Patent Patent Counsel

Representative Office Code: AL3

NASA, Lyndon B. Johnson

Space Center

Houston, TX 77058

(2) Reports of reportable items, interim reports, final reports, and other reports required by the clause, 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 through Buyer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(e) Notification of Toxic Chemicals

If the product provided under this contract contains a toxic chemical listed in 40 CFR 372.65, Seller must provide written notification to Buyer with the initial shipment of each product each calendar year, containing the following information:

- (1) A statement that the chemical material is or is not subject to section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372.45;
- (2) The name of each chemical component of the product and the associated chemical Abstracts Service Registry Number, as set forth in 40 CFR 372.65; and
- (3) The percent by weight of each toxic chemical component of the product shipped. If Seller is required to submit a Material Data Safety Sheet (MSDS), this notification must be attached to or otherwise incorporated into such MSDS.

If Seller is required to submit an MSDS, this notification must be attached to or otherwise incorporated into such MSDS.

(f) Use of Vermiculite Prohibited

Seller shall not use vermiculite as a packing material for any goods to be delivered under this contract.

(g) Transfer of Technical Data and Goods- Export Control Regulations

- (1) In performance of work authorized under this contract, Seller and its subcontractors shall, as necessary, deliver, disclose or transfer (export) to a foreign entity or person technical data, computer software or equipment pursuant to NASA control and guidelines which may be subject to the export licensing jurisdiction of the Commerce Department Export Administration Regulations (EAR) or the State Department International Traffic in Arms Regulations (ITAR).
- (2) In processing such exports, Seller and its subcontractors shall use relevant regulatory exemptions or other approvals

which apply (e.g., a general license under the EAR, or an exemption under the ITAR), pursuant to this clause, and shall abide by any regulatory requirements for such exports. Seller shall forward to Buyer all such requests for review and approval. Should no regulatory exemption or other approval exist, Buyer shall inform NASA and shall provide the necessary documentation in order for NASA to obtain any required approval.

(3) Any export affected pursuant to this clause shall be limited to only that technical data, computer software and hardware necessary to define or carry out NASA's responsibilities in the International Space Station Alpha Program.

(4) Seller, subject to NASA, Buyer and/or Boeing control and guidelines, is authorized to provide this direction in all Space Station subcontracts at any tier, the performance of which may require the development, delivery or use of technical data, computer software or hardware and for which a need exists to effect the export by the subcontractor.

(h) Financial Reporting of Government-Owned/Contractor Held Property

(1) Seller shall prepare and submit annually a NASA Form 1018, report of government-owned/contractor-held property, in accordance with the instructions on the form and subsection 18-45.505-14 of NASA FAR supplement, except the reporting of space hardware shall be required only upon the written direction of Buyer identifying the specific project items to be reported.

(2) Seller shall submit annually the original and three copies of NASA Form 1018 to the address below:

McDonnell Douglas Aerospace

5301 Bolsa Avenue

Huntington Beach, CA 92647

Attention: Negotiator/Administrator

(3) The annual reporting period shall be from June 30 of each year to September 30 of the following year. The report shall be submitted by October 10.

(i) Visitation Rights (Applicable to HX3221 only)

(1) Authorized Purchasing, Technical, and Quality Assurance representatives of Buyer, Boeing and the Government, with the concurrence of Buyer, may visit Seller's facilities to participate in technical reviews and audits, review programs, discuss problems/failures, review manufacturing and processing plans and records, conduct preliminary inspection of the products and work in process, witness testing and make final acceptance of products. Seller shall have the right to have its representatives present during such visits, when possible. Buyer shall give Seller reasonable notice of its intent to visit Seller's lower-tier subcontractor(s).

(2) Seller further agrees to include in each lower-tier subcontract a clause requiring compliance by such subcontractor with the response and access provisions of paragraph (1) above, subject to coordination with Buyer through Seller.

(j) Cross-Waiver of Liability for Space Station Activities

(1) The objective of this clause is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the Space Station. This cross-waiver of liability should be broadly construed to achieve this objective.

(2) For purposes of this clause:

(i) The term "the Contractor" means the person or entity who is a party to this contract, other than the United States Government and NASA.

(ii) The term "damage" means:

a. bodily injury to, or other impairment of health of, or death of, any person;

b. damage to, loss of, or loss of use of, any property;

c. loss of revenue or profits; or

d. other direct, indirect or consequential damage.

(iii) The term "launch vehicle" means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

(iv) The term "Partner State" means the governments of Belgium, Canada, Denmark, France, Italy, Germany, Japan, Netherlands, Norway, Spain, and the United Kingdom of Great Britain and Northern Ireland. It includes a Cooperating Agency of a Partner State and the National Space Development Agency of Japan. (The currently designated Cooperating Agencies are the Ministry of State for Science and Technology of Canada, the European Space Agency and the Science and Technology Agency of Japan.)

(v) The term "payload" means all property to be flown or used on or in a launch vehicle or the Space Station.

(vi) The term "Protected Space Operations" means all launch vehicle activities, Space Station activities, and payload activities on Earth, in outer space, or in transit between Earth and the outer space related to Space Station. It includes, but is not limited to:

a. research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles (for example, the Orbital Maneuvering Vehicle), the Space Station, or a payload, as well as related support equipment and facilities and services, and

b. all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" also includes all activities related to evolution of the Space Station as provided for the Space Station Intergovernmental Agreement signed on September 29, 1988. "Protected Space Operations" excludes activities on Earth which are conducted on return from the Space Station to develop further a payload's product or process for use other than for Space Station related activities.

(vii) The term "related entity" means:

a. a contractor or subcontractor of a Partner State, of the United States Government or of the Contractor, at any tier;

b. a user or customer of a Partner State or of the United States Government, at any tier; or

c. a contractor or subcontractor of a user or customer of a Partner State or of the United States Government, at any tier.

The terms "contractors" and "subcontractors" include suppliers of any kind.

(3) The United States Government shall require (i) each Partner State; (ii) each related entity of a Partner State; and (iii) except as provided for in paragraph (8)(i) below, each related entity of the United States Government; to agree, by contract or otherwise, to waive all claims, based on damage arising out of Protected Space Operations, against (i) the Contractor; (ii) the Contractor's contractors or subcontractors at any tier; and (iii) the employees of the Contractor or the employees of the Contractor's contractors or subcontractors at any tier.

(4) In consideration for the cross-waiver set forth in paragraph (3) above, the Contractor agrees to cross-waiver of liability pursuant to which it waives all claims, based on damage arising out of Protected Space Operations, against (i) each Partner State; (ii) each related entity of a Partner State; (iii) except as provided for in paragraph (8)(i) below, each related entity of the United States Government; and (iv) except as provided for in paragraph (8)(i) below, the employees of any of the entities identified in paragraph (4)(i) through (iii) above.

(5) In addition, the Contractor agrees to extend the cross-waiver of liability as set forth in paragraph (4) above to its own related entities by requiring them, by contract or otherwise, to agree to waive all claims, based on damage arising out of Protected Space Operations, against the entities or persons identified in paragraph (4)(i) through (4) (iv), above, except as provided for in paragraph (8)(i) below.

(6) This cross-waiver in paragraphs (3), (4), and (5) above shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver in paragraphs (3), (4), and (5) above applies to any claims for damage, whatever the legal basis for such claims, including but not limited to delicti and tort (including negligence of every degree and kind) and contract.

(7) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the Convention on International Liability for Damage Caused by Space Objects where the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(8) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) claims between (a.) the United States Government and the Contractor or between the United States Government and the Contractor's contractors or subcontractors at any tier; (b.) between the Contractor and its related entities; or (c.) between the Contractor's related entities;

(ii) claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;

(iii) claims for damage caused by willful misconduct; and

(iv) intellectual property claims.

(9) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(10) This clause, including this paragraph (10), shall be included in all subcontracts hereunder, appropriately modified to reflect the relationship of the parties, where the work is to be performed in support of Protected Space Operations.

(k) Applicable Date of Government Clauses

Notwithstanding any provision to the contrary, wherever reference is made in this contract to a FAR, NASA FAR Supplement or FPR clause, such clause shall be deemed to be the one in effect on October 1993.

(l) Insurance Requirements

(1) Seller shall procure and maintain during the entire period of its performance under this contract the minimum insurance indicated below:

Type Amount

Workers' Compensation Statutory

Employer's Liability Limits \$500,000

Comprehensive General

Liability including Contractual

Bodily Injury \$1,000,000

each occurrence

Property Damage \$1,000,000

or Combined Single Limit each occurrence

Bodily Injury and Property

Damage \$1,000,000

Comprehensive Automobile

Liability Bodily Injury \$1,000,000 per

person or per

accident

Property Damage \$1,000,000 per

accident

or Combined Single Limit

Bodily Injury and Property

Damage \$1,000,000

(2) Prior to the commencement of work hereunder, Seller shall furnish to Buyer a certificate of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellations or any material change in the policies adversely affecting the interests of Buyer, Boeing or the Government in such insurance shall not be effective until thirty (30) days after written notice thereof to Buyer.

(3) Seller agrees to insert the substance of this clause, including this paragraph (3) in all lower-tier subcontracts hereunder, which involve work on the premises of Buyer, Boeing or the Government. Seller shall maintain a copy of all lower-tier subcontractors' proofs of insurance, and shall make copies available to Buyer upon request.

(m) Seller Notice of Discrepancies

Seller shall notify Buyer in writing when discrepancies in Seller's process or product are discovered or suspected which may affect parts or assemblies Seller has delivered or will deliver under this contract.

(n) Products Manufactured with or Containing Ozone Depleting Substances

(1) The item(s) to be delivered under this contract may be manufactured using or contain a Class I ozone depleting substances and the following warning statement shall apply to such item(s):

WARNING: MANUFACTURED WITH OR CONTAINS CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, HALONS 1211, 1301, 2402, CARBON TETRACHLORIDE OR METHYL CHLOROFORM SUBSTANCES WHICH HARM PUBLIC HEALTH AND ENVIRONMENT BY DESTROYING OZONE IN THE UPPER ATMOSPHERE.

(2) It is agreed that the above warning statement satisfies the requirements of the Clean Air Act Amendments of 1990 (Section 611), Title 40 CFR Part 82. Accordingly, no method of marking or tagging items shall be used unless the item(s) is a chemical or chemical compound.

(o) Compliance with Environmental Regulations

Seller agrees (1) to notify Buyer of any obligation under this contract which is prohibited under any applicable environmental law, at the earliest opportunity but in all events sufficiently in advance of Seller's performance of such obligation so as to enable the identification of alternative methods of performance, and (2) to notify Buyer at the earliest possible opportunity of any aspect of its performance which becomes subject to environmental obligation of which Seller reasonably believes will become subject to additional environmental regulation during performance of this contract.

(p) Flowdown Provisions

This contract may be amended to the extent necessary to provide for the inclusion herein of additional applicable provisions required to meet Buyer's obligations under its contract with Boeing, and/or the Boeing Prime Contract with NASA under which this contract is charged.

(q) FAR 52.245-18, "Special Test Equipment, is modified as follows: In this clause, 'Contracting Officer' shall mean Buyer. Substitute '75' for '30.' The following provision is added to the end of paragraph (b): 'Notification required by this clause shall contain the following information for each item of special test equipment or components thereof: (1) a list of alternate items that could be used; (2) estimated cost; (3) function; (4) technical justification for this item; and (5) date item is required (if this date is within seventy-five (75) days of the date of the notification, give reason for the late notice).

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

(r) Travel Outside of the United States

(1) Seller shall notify Buyer at least forty-five (45) days in advance of the start of travel to locations outside the United States by Seller employees that is to be charged to this contract. If that is not possible, Buyer shall be notified as soon as the travel requirement is identified.

(2) Seller shall submit a travel report to Buyer at the conclusion of the travel. The travel report shall be in Seller's format unless other required contents and distribution are identified by Buyer.

(s) Procurements Other Than Those Requiring Government Source Inspection (GSI)

The Government has the right to inspect the work included in this order at the supplier's plant.

(t) Changes

Seller, including proprietary sources under source drawing control, shall be required to notify the authorized Buyer Purchasing Representative of any proposed changes in fabrication, materials, methods, product operating characteristics, or processes previously approved and shall obtain written approval from the procuring authority before making the change. Proprietary sources not under drawing control shall notify the authorized Buyer Purchasing Representative of any changes in fabrication materials, methods, product operating characteristics, or process prior to delivery.

(u) Record Retrieval

Record systems shall ensure that records are identifiable and related to the applicable articles and materials. The system shall be organized so that these records and the related articles and materials may be located.

(v) Retention of Records

Records shall be retained in a safe, accessible location for the period specified in FAR 52.215-1. Records shall not be destroyed unless authorized by Buyer's Contracting Officer.

(w) Records

Records and data of all inspections and tests performed shall be prepared and maintained in sufficient detail to verify and evaluate the status of articles and materials.

(x) Handling, Storage, Packaging, Identification and Shipment

Preservation, packaging, and marking for shipment shall be in accordance with best commercial practice.

Seller shall ensure material shipped on this contract is clean and dry and packaged/individually separated in a manner that will afford adequate protection against corrosion, deterioration and damage during storage and shipment. Seller shall affix/label shipping containers in a manner that will make the materials contained within, readily identifiable by name, part number, contract/purchase order number and any other pertinent information that will enable the receiving Buyer facility to properly identify and control all Space Station material.

(y) SSP 41173

The requirements set forth in this contract satisfy the applicable portions of SSP 41173, Space Station Quality Assurance Requirements.

(z) Buyer 859, Article 15, Government Property, is modified in line two to read as follows: "...Clause 52.245-2 Government Property and Subpart 45.5 of the NASA FAR Supplement and the..."

(aa) Nondeliverable Software

Seller shall evaluate each nondeliverable software item (e.g. numerically controlled programs for machined parts, testing software for electrical components) used in the automated manufacturing of deliverable hardware or in the qualification or acceptance of deliverable software or hardware to assure:

(1) Generation of objective evidence of satisfactory performance of required functions prior to its use. The objective evidence may take the form of manuals or specifications, demonstrated results, results of inspections, test reports, or other performance data from actual use in similar types of systems.

(2) It was placed under internal configuration control prior to its use.