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

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Section 1 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

**52.203-6 Restrictions on Subcontractor Sales to the Government** (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.

**52.203-7 Anti-Kickback Procedures** (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (MAY 2014). This clause applies only if this contract exceeds (i) $100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) $150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

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

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of subcontract award. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

**52.204-2 Security Requirements** (MAR 2021). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

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

**52.204-21 Basic Safeguarding of Covered Information Systems** (NOV 2021).

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (NOV 2021).
Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

**52.204-27 Prohibition on a ByteDance Covered Application** (JUN 2023). In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded Deviation** (FEB 2026). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, proposed for debarment or voluntarily excluded by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

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

**52.215-2 Audit and Records - Negotiation** (JUN 2020). This clause applies if this contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) for which cost or pricing data is required, or (iii) that require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data** (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

**52.215-12 Subcontractor Certified Cost or Pricing Data** (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) or if there is a contract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications** (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (NOV 2021). This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the

date of contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products. Paragraph (b) of the clause is deleted.

**52.215-15 Pension Adjustments and Asset Reversions** (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

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

**52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (NOV 2021). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4 (a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

**52.219-8 Utilization of Small Business Concerns Deviation** (JAN 2026). **52.219-9 Small-Business Subcontracting Plan Deviation** (FEB 2026). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10) (v), Seller agrees that it will submit the ISR and/or SSR using SPR, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10)(vi), the following information is provided: (1) the prime contract number is _NAS15-10000_, (2) Buyer's unique entity identifier is _HLWWEH2CCXW5_, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.) In accordance with paragraph (d)(9), FAR 52.219-8, Utilization of Small Business Concerns, is incorporated by reference.

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

**52.222-35 Equal Opportunity for Veterans.** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

**52.222-37 Employment Reports on Veterans** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-54 Employment Eligibility Verification Deviation** (FEB 2026). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than $3,500; and (3) includes work performed in the United States.

**52.222-90 Addressing DEI Discrimination by Federal Contractors** (APR 2026). In paragraphs (b)(4) and (b)(5), the term "Contracting Officer" means Buyer.

**52.223-3 Hazardous Material Identification and Material Safety Data** (FEB 2021). This clause applies only if Seller delivers hazardous material under this contract. In paragraph (e), the term Contracting Officer means Buyer. In paragraphs (f) and (h), the term Government means Government or Buyer.

**52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.** (MAY 2024).

**52.224-2 Privacy Act** (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

**52.225-1 Buy American - Supplies** (OCT 2022). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

**52.225-8 Duty-Free Entry** (OCT 2010). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of $15,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

**52.225-13 Restriction on Certain Foreign Purchases** (FEB 2021).

**52.227-1 Authorization and Consent** (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

**52.227-1 Authorization and Consent Alternate I** (APR 1984).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. A copy of each notice sent to the Government shall be sent to Buyer.

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

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

**52.229-8 Taxes-Foreign Cost Reimbursement Contracts** (MAR 1990).

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

**52.230-6 Administration of Cost Accounting Standards** (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.244-5 Competition in Subcontracting** (DEC 1996).

**52.244-6 Subcontracts for Commercial Products and Commercial Services Deviation** (JAN 2026).

**52.245-1 Government Property** (SEP 2021). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

**52.246-2 Inspection of Supplies-Fixed Price** (AUG 1996). The term "Government" means "Government and/or Buyer", except in paragraph (b) the second time it appears, and paragraphs (f), (h), (j), and (l), where the term "Government" means "Buyer". The term "Contracting Officer" means "Buyer".

**52.246-4 Inspection of Services-Fixed Price** (AUG 1996). The term "Contractor" means "Seller" and the term "Government" means "Government and/or Buyer" except in paragraph (e) the second time it appears, and paragraph (f) where the term "Government" means "Buyer."

**52.246-5 Inspection of Services-Cost-Reimbursement** (APR 1984). The term "Contractor" means "Seller" and the term "Government" means "Government and/or Buyer" except in paragraph (d) the second time it appears, and paragraph (e) where the term "Government" means "Buyer."

**52.247-63 Preference for U.S.-Flag Air Carriers** (JAN 2025). This clause only applies if this contract involves international air transportation.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

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

**52.248-1 Value Engineering** (JUN 2020). This clause applies only if this contract is valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.) Seller's share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government

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

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

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

**1852.203-71 Requirement to Inform Employees of Whistleblower Rights** (JUL 2023).

**1852.204-76 Security Requirements for Unclassified Information Technology Resources Deviation** (APR 2021). (DEVIATION 21-01). This clause applies if Seller or Seller's subcontractors process, manage, access or store NASA electronic information in support of the mission of the Agency. In paragraph (e), the term Contracting Officer means Buyer.

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

**1852.211-70 Packaging, Handling, and Transportation** (SEP 2005).

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

**1852.223-70 Safety and Health Measures and Mishap Reporting** (DEC 2015).

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

**1852.223-72 Safety and Health (Short Form)** (JUL 2015). This clause applies if the Contract exceeds the simplified acquisition threshold and where the work under the Contract will be conducted completely or partly on Federally-controlled facilities.

**1852.223-74 Drug-and Alcohol-Free Workforce** (OCT 2023). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

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

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

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

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

**1852.227-70 New Technology - Other than a Small Business Firm or Nonprofit Organization** (APR 2015). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization..

**1852.227-72 Designation of New Technology Representative and Patent Representative** (APR 2015). This clause applies if this contract includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

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

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

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

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

**1852.242-72 Denied Access to NASA Facilities** (OCT 2015). This clause applies if the contract this contract requires Seller to have access to, physical entry into, and to the extent authorized, mobility within, a NASA facility

**1852.242-72 Denied Access to NASA Facilities** (OCT 2015). This clause applies if this contract requires access to, physical entry into, and to the extent authorized, mobility within, a NASA facility.

**1852.242-73 NASA Contractor Financial Management Reporting** (NOV 2004). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative. Applicable clause date is revised to JUL 2000.

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

**1852.245-70 Contractor Requests for Government-Provided Property** (AUG 2015).

**1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors** (JAN 2017). This clause applies if Seller will have custody of NASA property. Seller will submit annual reports to Buyer no later than October 15th and monthly reports if required by paragraph (c)(3) shall be submitted no later than the 14th of each month.

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

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

**1852.245-78 Physical Inventory of Capital Personal Property** (AUG 2015).

**1852.246-73 Human Space Flight Item** (MAR 1997). "FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

**1852.247-71 Protection of the Florida Manatee** (JUN 2018). This clause applies only if this contract requires deliveries, vessel operations, dockside work, or disassembly functions that will involve use of waterways inhabited by manatees.

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

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

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (NOV 2021).

**52.204-27 Prohibition on a ByteDance Covered Application** (JUN 2023).
In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

**52.219-8 Utilization of Small Business Concerns** (JAN 2026). **52.222-35 Equal Opportunity for Veterans.** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

**52.222-37 Employment Reports on Veterans** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-54 Employment Eligibility Verification** (FEB 2026). (DEV 2026-O0038)

**52.222-90 Addressing DEI Discrimination by Federal Contractors** (APR 2026). In paragraphs (b)(4) and (b)(5), the term "Contracting Officer" means Buyer.

**52.244-6 Subcontracts for Commercial Products and Commercial Services** (JAN 2026).

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

**G.7 NASA Security Program and Identification of Employees**
**(JSC 52.204-92) (JULY 2022)**

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

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

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

- NPR 1600.2, NASA Classified National Security Information

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

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

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

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

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

(f) FSO or DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview and PIV – Requester Module. After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM

Infrastructure; with the Identity Requestor role. Last, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow Seller to have identity requestor privileges within IdMAX.

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

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

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

**I.14 OBSERVANCE OF REGULATIONS (AT NASA AND OTHER GOVERNMENT LOCATIONS)**

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

Marshall Space Flight Center (MSFC) clauses include:

- Security and Badging Requirements (MSFC 52.204-91) (NOV 2016)
- ASBESTOS MATERIAL (MSFC 52.223-90) (APR 2021)
- HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2021)
- ENVIRONMENTAL - GENERAL CLAUSE (MSFC 52.223-92) (AUG 2010)
- PREVENTION OF AND RESPONSE TO THREATENING OR VIOLENT BEHAVIOR IN THE WORKPLACE (MSFC 52.223-95) (MARCH 2017)
- MANDATORY AND REQUIRED TRAINING (MSFC 52.223-97) (NOV 2019)
- MEDICAL SERVICES (MSFC 52.223-96) (MAY 2021)

Kennedy Space Center (KSC) clauses include:

- REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (KSC 52.223-121 ) (JUL 2018)
- CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (KSC 52.242-90 ) (JUL 2018) – all publications applicable.

**H.6 TECHNICAL INFORMATION RELEASES AND PUBLICATIONS**

As authorized by paragraph (d)(1) of the Rights in Data General Clause of this contract, the following exception shall apply:

During the performance of this contract, if data relating to this contract is planned for use in oral or written presentations, professional meetings, seminars, or in articles to be published in professional, scientific, and technical journals and similar media, Seller shall assure that an advance information copy of the presentation or article is sent to the ISS Program in accordance with NF 1676, NASA Scientific and Technical Document Availability Authorization (JSC), to have

the benefit of advance information concerning accomplishments of interest, and will provide the ISS Program an opportunity to make suggestions to Seller concerning revisions if it is considered that such comments might be useful to Seller to help assure the technical accuracy of the information to be presented or published. The information copy will be forwarded to the technical monitor of the contract at least four weeks in advance of the date the author intends to give the presentation or submit the article for publication. The advance information copy may be submitted in the format or medium which will be utilized in its ultimate release.

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

**H.10 SPACE FLIGHT MOTIVATION AWARENESS PROGRAM**

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

1. Participation in the NASA-Industry Spaceflight Awareness Program (SFA).

2. Goal setting and measurement to provide documented practical goals and performance standards for the reduction and elimination of human errors at organizational and individual employee levels.

3. Error Cause Identification and Removal System for detecting human errors, relating them to an identifiable cause, and action to remove the cause

4. Methods to obtain and distribute ISS motivational information and materials to concerned Seller personnel, subcontractors, and vendors supplying critical flight and ground support hardware and software.

5. Motivational (awareness) indoctrination for Seller ISS supervisory personnel and indoctrination of the work force in workmanship needs.

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

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

A. Seller shall identify, in writing, within 30 days of definitization, all restricted computer software and/or commercial computer software, as defined in the "Rights in Data-General" and the "Commercial Computer Software Licensing" clauses of this contract, that will be delivered in performance of this contract. The Government shall approve or disapprove, in writing, delivery of the identified restricted computer software and/or commercial computer software within 60 days from receipt of request.

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

C. If the Government disapproves the use of restricted computer software and/or commercial computer software, when such software is identified, Seller may submit a proposal for equitable adjustment to the Contracting Officer. Such proposals shall be handled according to the provisions of the "Changes" clause of this contract.

**H.12 CERTIFICATES OF FLIGHT READINESS (CoFRs)**

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

**H.21 ACCESS TO CONTRACTOR DATA**

(a) "Data" for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded by Buyer, Seller, or its subcontractors. The term includes technical data; computer software; and information incidental to contract performance. Types of data contained in the definition also include the results of Seller internal audits of any discipline, procedures, system, or task which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing under this contract. The term is limited to data that is archived as a normal part of contractor performance.

(b) The Contracting Officer or designee shall, through closeout, have access to and the right to examine any of the data produced or specifically used in the performance of this contract. The purpose of this access provision is to permit sampling of contractor data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.

(c) Seller shall make available at all reasonable times for Government inspection the most current data produced or used in the performance of this contract for examination

(d) Notwithstanding the Additional Data Requirements clause, the Government shall have the right to reproduce any data found during the examination that it wishes to retain. The Government will reimburse reproduction costs only when it uses Seller equipment for the reproduction. The Government shall retain no greater rights in the reproduced data than it would have under the Rights in Data--General clause.

(e) Seller shall flow this clause to all cost-type subcontracts valued at $1,000,000 or more.

**H.22 GOVERNMENT INSIGHT**

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

"Insight," as used in this clause, means technical visibility into the Program, maintained through audit, surveillance, assessment of trends and metrics, software independent verification and validation, the flight readiness review process, and review or independent assessment of out-of-family anomalies occurring in any phase of the program.

"Surveillance," as used in this clause means continual monitoring and verification of the status of manufacturing, testing, and processing of Station hardware, software and operations preparations to ensure that requirements are being fulfilled. Items to be monitored and verified are selected—this is not an all inclusive activity.

"Audit," as used in this clause, means the implementation of procedures and requirements of the NASA Engineering Quality Audit (NEQA) or other equivalent audit techniques used to perform periodic audit of all aspects of processes and procedures required to manufacture, assemble, test, and process hardware for flight. Audits may include an examination of all disciplines and tasks which are involved with or support Shuttle launch and landing operations, hardware and

software production and maintenance, safety and quality assurance, logistics, procurements and operations. These descriptions are illustrative only and shall not be construed as any limitation on the Government's right to conduct an audit of the Contractor and subcontractors to determine performance on this contract.

(b) The Government shall have the right to audit Buyer, and cost-reimbursement contracts with Seller or Seller's subcontractors (with values exceeding $1 million) to determine compliance with the requirements of this contract. One purpose of these audits is to afford the Government insight into and understanding of Buyer, Seller, and selected subcontractor processes and procedures to determine whether the processes or procedures (1) adversely affect safety; (2) are not within contract performance standards; or (3) adversely affect future launch schedules.

(c) The Government may schedule fact-finding meetings with Buyer, Seller, and Seller's subcontractors as necessary to discuss issues requiring Government insight. Scheduling and format of these meetings shall indicate whether exchange of information will be required, and the number and expertise of Buyer/Seller/subcontractor personnel who shall attend the meetings. When requested by the Contracting Officer or designee, Buyer/Seller and subcontractors shall provide necessary support to the Government when it audits the Buyer/Seller or subcontractor and for the Government-Buyer/Seller/subcontractor meetings. The purpose of these meetings is to understand the findings of the Government audits. The parties understand and agree that no direction from the Government or constructive change to the contract shall result from any of these meetings.

## H.23 GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS)

Seller is authorized use of the following RLLS in performance of this contract or any subcontract entered into under this contract:

1. Russian Translations
2. Russian Interpretations
3. Russian Language training
4. Russian Logistics services (both in the U.S. and in Russia), including a) Ground Services (e.g. airport pickup/drop-off, transportation between hotels and meeting locations); b) Meeting Services (e.g. coordination of schedules, agendas, and protocols); c) Hotel Reservations at the hotel used by NASA (currently the Volga) Russia; and d) Visa Coordination.

The Contracting Officer shall be promptly notified (through Buyer) by Seller upon identification of a need for RLLS. The Contracting Officer shall provide instructions as to the point of contact for submitting a request for RLLS. Failure of the Government to provide adequate or timely RLLS shall entitle Seller to an equitable adjustment in all affected contract terms and conditions, exclusive of any adjustment to fee. This provision, including this flow-down requirement, shall be inserted in all subcontracts where it is anticipated that RLLS may be necessary for contract performance.

## H.24 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this clause:

(1) The term "Russian entities" means:

(A) Russian persons, or

(B) Entities created under Russian law or owned, in whole or in part, by Russian persons or companies including, but not limited to, the following:
(i) The Russian Federal Space Agency (Roscosmos),
(ii) Any organization or entity under the jurisdiction or control of Roscosmos, or
(iii) Any other organization, entity or element of the Government of the Russian Federation.)

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

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

(c) (1) Seller shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer, to be obtained through Buyer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), Seller shall provide Buyer with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraph (a):

(A) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will made under the subcontract.

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

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

(2) Unless relief is granted by the Contracting Officer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer 45 business days prior to executing any planned subcontract with entities defined in paragraph (a).

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

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

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

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

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