**Full Text Clauses**

**Section E Clauses – Inspection and Acceptance**

**E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)** ((Applicable for all purchase orders/subcontracts.)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 15 years after the launch of the last instrument delivered under the contract.

(End of clause)

## E. 6 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246‑72) (AUG 2003) (Applicable if Seller will be making deliveries directly to the Government.)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

 Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

 Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18‑46.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**Section G Clauses – Contract Administration Data**

**G. 3 Identification AND MARKING of Government EQUIPMENT** (Applicable if Seller will be delivering equipment.)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook ([NASA-HDBK)](http://standards.nasa.gov/public/public_detail.taf?Documents_uid1=1737&doc_name=NASA-HDBK-6003##) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item’s operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number

(d) For items physically transferred under paragraph (a) the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA location listed below:

NASA Goddard Space Flight Center
Central Receiving, Building 16W
Greenbelt Road
Greenbelt MD  20771

(f) The contractor shall include the substance of this clause, including paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

**Section H Clauses – Special Contract Requirements**

**H.3 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)** (Applicable if Seller was required to submit a Small Business Subcontracting Plan.)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

## H. 8 Access to Sensitive Information (1852.237-72) (JUN 2005) (Applicable if Seller will have access to sensitive information as described in this clause.)

(a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to—

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

## H. 9 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005) (Applicable if this purchase order/subcontract requires the furnishing of sensitive information as described in this clause.)

(a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

*This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].*

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

*Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.*

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

## H.13 RELEASE OF DATA TO NOAA, ITS SUPPORT CONTRACTORS, AND ITS CONTRACTORS FOR PDRR AND A&O PHASES OF GOES R (Applicable if this purchase order/subcontract requires the furnishing of data as set forth in paragraph (b) of this clause.)

(a) To accomplish GOES R system requirements, NASA will provide data deliverable under this contract to the National Atmospheric and Oceanic Administration (NOAA), its support contractors and its contractors for the Preliminary Design and Risk Reduction (PDRR) phase and the Acquisition and Operations (A&O) phase of GOES R. Data to be provided will include, but will not be limited to, the following:

1. All Government requirements documents (Unique Instrument Interface Document, Performance Operations Requirements Document)

2. Instrument resource requirements (mass, power, volume, pointing, jitter, etc.)

3. Instrument interfaces (requirements & details – mechanical, thermal, electrical)

4. Instrument disturbances

5. Instrument modes

6. Instrument mounting concepts

7. Instrument operational concepts

8. Instrument approaches to modeling, simulation and algorithms

9. Instrument schedule details

10. Instrument risk areas

11. Instrument models (finite element, thermal, solid)

12. Electrical interface schematics

13. Required Fields of View

NOAA, its support contractors and its PDRR and A&O contractors will also desire to review other data produced under the contract and to attend reviews.

(b) By submitting this proposal or performing this contract, the Contractor agrees that NASA may release the following data to NOAA, its support contractors and the PDRR and A&O contractors under appropriate protected measures in furtherance of GOES R system objectives:

(i) Deliverable data that includes data identified by the Contractor as not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information and that may be sensitive or privileged, may also be provided to NOAA, its support contractors and its PDRR and A&O contractors under appropriate protected measures.

(ii) Deliverable data that includes data identified as Limited Rights Data in accordance with FAR 52.227-14, Rights in Data –General—Alternate II.

(c) The Contractor may also establish non-disclosure agreements (NDAs) with the NOAA support contractors and the PDRR and A&O contractors regarding the handling of any data identified in paragraph (b). Any such NDAs negotiated with the PDRR and A&O contractors shall ensure that all contractors have equal access to the data described in paragraph (b).

(d) The Contracting Officer will provide a list of the current NOAA support contractors and their subcontractors that are supporting NOAA GOES R activities along with the current PDRR contractors and their subcontractors. The Contracting Officer will provide changes to this list as necessary.

(e) The Contractor shall insert this clause, including this paragraph, suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of data as set forth in paragraph (b).

(End of clause)

**H.15 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (NOV 2005)**

(Applicable for all purchase orders/subcontracts.)

(a) *Other safety and health requirements*. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Monthly health and safety report using NASA Incident Reporting Information System (IRIS). Specify incidents, disabling injuries, lost workdays incident rate, days lost, property damage cost, manhours worked/month, and total employees. Access form available at ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf. Until access is approved use template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail to Lisa.L.Cutler@nasa.gov. On an annual basis provide to Code 250 Safety Office a safety and health report that shall include: self-assessment survey of safety and health program, current EMR, RIR, and TRIR rates provided directly form the insurance carrier.

(b) *Reporting*. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

**Section I – Contract Clauses**

## I. 3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (52.223‑3) (JAN 1997) and ALTERNATE I (JUL 1995) (Alternate I will also apply.)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

 Material (If none, insert NONE)

........... None...........................................

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................................................................

 Identification No.

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to‑‑

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

 (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

**I.19 1852.234-2 EARNED VALUE MANAGEMENT SYSTEM (NOV 2006) (**Applicable if Seller has been identified in paragraph (f) of this clause in the prime contract.)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines specified in the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) – 748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and

(2) Earned Value Management procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) required by the contract.

(b) If, at the time of award, the Contractor’s EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in the ANSI/EIA-748 Standard (current version at the time of award), the Contractor shall apply the system to the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contactor’s compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fee.

(c) The Government will conduct Integrated Baseline Reviews (IBRs). Such reviews shall be scheduled and conducted as early as practicable, and if a pre-award IBR has not been conducted, a post-award IBR should be conducted within 180 calendar days after contract award, or the exercise of significant contract options, or within 60 calendar days after distribution of a supplemental agreement that implements a significant funding realignment or effects a significant change in contractual requirements (e.g., incorporation of major modifications). The objective of IBRs is for the Government and the Contractor to jointly assess the Contractor’s baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(d) Unless a waiver is granted by the Cognizant Federal Agency, Contractor proposed EVMS changes require approval of the Cognizant Federal Agency prior to implementation. The Cognizant Federal Agency shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the Cognizant Federal Agency, the Contractor shall disclose EVMS changes to the Cognizant Federal Agency at least 14 calendar days prior to the effective date of implementation.

(e) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. Access is to permit Government surveillance to ensure that the Contractor’s EVMS complies, and continues to comply, with the EVMS guidelines referenced in paragraph (a) of this clause, and to demonstrate—

(1) Proper implementation of the procedures generating the cost and schedule information being used to satisfy the contract data requirements;

(2) Continuing application of the accepted company procedures in satisfying the CPR required by the contract through recurring program/project and contract surveillance; and

(3) Implementation of any corrective actions identified during the surveillance process.

(f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

(1) For subcontracts with an estimated dollar value of $50M or more, the following subcontractors shall comply with the requirements of this clause.

(Contracting Officer to insert names of subcontractors or subcontracted effort).

(2) For subcontracts with an estimated dollar value of less than $50M, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

(Contracting Officer to insert names of subcontractors or subcontracted effort.)

(g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any un-definitized contract actions.

(End of clause)

**I.21 NOTIFICATION PRIOR TO ACQUIRING IFNORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTD OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA (18.52.225-74) (JUN 2013) (DEVIATION)** (Applicable if Seller will be furnishing Information Technology Systems as defined in the clause. "Contracting Officer" means "Lockheed Martin.")

(a) Definitions –

“*Acquire*” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“*Entity owned, directed or subsidized by the People’s Republic of China*” means any organization incorporated under the laws of the People’s Republic of China.

“*Information Technology (IT) System*” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

(i) Systems acquired by a contractor incidental to a contract;

(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;

(iii) Services in support of IT systems, such as help desk services; or

(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People’s Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

(1) A brief description of the item(s); and

(2) Vendor/manufacturer’s company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

# FAR Clauses

**52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)**

**52.204-9, Personal Identity Verification of Contractor Personnel (Sep 2007)**

**52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

**52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)**

**52.215-2, Audit and Records--Negotiation (Jun 1999)**

**52.215-15, Pension Adjustments and Asset Reversions (Oct 2004)**

**52.215-21, Requirements for Certified Cost or Pricing Data or Information Other, Than Certified Cost or Pricing Data--Modifications (Oct 1997)**

**52.216-7, Allowable Cost and Payment (Dec 2002)**

**52.219-8, Utilization of Small Business Concerns (Jun 2004)**

**52.219-9, Small Business Subcontracting Plan (Nov 2007)**

**52.222-21, Prohibition of Segregated Facilities (Feb 1999)**

**52.222-26, Equal Opportunity (Mar 2007)**

**52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)**

**52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)**

**52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)**

**I.2 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)** (Applicable for all purchase orders/subcontracts in excess of the simplified acquisition threshold.)

**52.223.14, Toxic Chemical Release Reporting (Aug 2003)** (Applicable if this purchase order/subcontract exceeds $100,000. "Contracting Officer" means "Lockheed Martin." Paragraph (e) is deleted.)

**52.225-1, Buy American--Supplies (Jun 2003)**

**52.225-8, Duty-Free Entry (Feb 2000)**

**52.225-11, Buy American--Construction Materials Under Trade Agreements (Oct 1996)**

**52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006)**

**52.227-1, Authorization and Consent (Jul 1995) and Alternate I (Apr 1984) (**Alternate I also applies if this purchase order/subcontract is for research and development.)

**52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)**

**52.227-14, Rights in Data - General (Jun 1987) as modified by NASA FAR Supplement 1852.227-14 and Alternate II (Jun 1987) and Alternate III (Jun 1987) I**f the basic clause is applicable to this purchase order/subcontract, then Alternates II and III are also applicable.)

**52.227-16, Additional Data Requirements (Jun 1987) (**Applicable if Seller will be providing data.)

**52.227-21, Technical Data Declaration, Revision and Withholding of Payment--Major Systems (Jan 1997)** (Applicable if Seller will be delivering technical data.)

**52.230-2, Cost Accounting Standards (Apr 1998)**

**52.230-6, Administration of Cost Accounting Standards (Apr 2005)**

**52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)**

**52.232-17, Interest (Jun 1996)** (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will also apply if this purchase order/subcontract is for research and development.)

**I.10 52.244-6, Subcontracts for Commercial Items (Mar 2007)**

**52.245-1, Government Property (Jun 2007)** (Applicable if government property will be acquired or furnished under this purchase order/subcontract.)

**52.245-9, Use and Charges (Jun 2007)** (Applicable if government property will be provided under this purchase order/subcontract.)

**52.245-18, Special Test Equipment (Feb 1993)** (Applicable for all purchase orders/subcontracts where special test equipment may be acquired or fabricated. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin or the Government" except in the third sentence of paragraph (c) where it means "Lockheed Martin." In paragraphs (b) and (c) , "30 days" is changed to "60 days.")

**52.247-68, Report of Shipment (REPSHIP) (Feb 2006)** (Applicable if Seller will be shipping supplies directly to the Government.)

**52.248-1, Value Engineering (May 2004)**

# NASA FAR Clauses

**1852.204-76, Security Requirements for Unclassified Information Technology Resources (May 2007)** (Applicable if this purchase order/subcontract involves 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.)

**I.14 1852.219-74, Use of Rural Area Small Businesses (Sep 1990)** (Applicable for all purchase orders/ subcontracts that offer subcontracting possibilities.)

**I.15 1852.219-75, Individual Subcontracting Reports (May 1999)** (Applicable if FAR 52.219-9 applies to this purchase order/subcontract.)

**I.16 1852.219-76, NASA 8 Percent Goal (Jul 1997)** (Applicable if FAR 52.219-9 applies to this purchase order/subcontract.)

**1852.223-70, Safety and Health (Apr 2002)**

**1852.223-74, Drug - and Alcohol - Free Workforce (Mar 1996)**

**1852.227-70, New Technology (May 2002)**

**1852.227-72, Designation of New Technology Representative and Patent Representative (Jul 1997)**

**1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (Oct 2003)**