



COST REIMBURSEMENT NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT

A. INCORPORATION OF NASA FAR SUPPLEMENT CLAUSES

The National Aeronautics and Space Administration (NASA) FAR Supplement (NFS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. When a NFS clause uses a word or term that is defined in the NFS, the word or term shall have the same meaning as in the definition in NFS 1802.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the NFS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract. Any reference to "Disputes" clause shall mean the "Disputes/Jury Waiver" clause contained in SRC's TC4 (or SRC's TC4 T&M if applicable.)

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by SRC and SELLER in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

- 1. "Administrator" means the Administrator or Deputy Administrator of NASA; and the term "his duly authorized representative" means any person or persons or board "other than the Contracting Officer" authorized to act for the Administrator.
- 2. "Commercial Item" means a commercial item as defined in FAR 2.101.
- 3. "Contract" means this Contract.
- 4. "Contractor" means SELLER, as defined in SRC's TC4 (or SRC's TC4 T&M if applicable), acting as the immediate (first-tier) subcontractor to SRC
- 5. "Prime Contract" means the contract between SRC and the U.S. Government or between SRC and its higher-tier contractor in support of a contract with the U.S. Government.
- 6. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Contract.

C. NOTES

- 1. Substitute "SRC" for "Government" or "United States" throughout this clause.
- 2. Substitute "SRC Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
- 3. Insert "and SRC" after "Government" throughout this clause.
- 4. Insert "or SRC" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through the SRC Procurement Representative.

6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SRC's government prime contract under which this Contract is entered.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor shall, at the request of SRC, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SRC may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" contained in SRC TC4 (or SRC's TC4 T&M if applicable.).

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If SRC furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or whose use it has the right to authorize, nothing herein shall be construed to mean that SRC, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U. S. Government prime contracts.

F. NASA FAR SUPPLEMENT FLOWDOWN CLAUSES

REFERENCE TITLE

1. The following NFS clauses apply to this Contract:

- (a) 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) (Note 2 applies.)
- (b) 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) (Note 3 applies.)
- (c) 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- (d) 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)
- (e) 1852.225-70 EXPORT LICENSES (FEB 2000)
- (f) 1852.227-14 RIGHTS IN DATA - GENERAL (undated) (Modifies FAR 52.227-14, RIGHTS IN DATA – GENERAL; Note 5 applies.)

2. The following NASA FAR Supplement clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

(a) 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

(k) 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) (Applicable if this Contract contains either of the clauses at FAR 52.227-11 PATENT RIGHTS - RETENTION BY CONTRACTOR (SHORT FORM) or NFS 1852.227-70 NEW TECHNOLOGY. The respective representatives referenced in the clause are identified in the Schedule. Notes 1, 2, and 5 apply.)

3. **The following clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:**

(a) 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007) (Applicable if performance of this Contract will require that Contractor have physical or electronic access to NASA's information technology, hardware, software and computer systems, networks and telecommunications systems. Note 2 applies except in paragraph (d) of the clause.)

(l) 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987) (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19.)

(b) 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999) (Applicable if FAR 52.219-9 applies to this Contract.)

(m) 1852.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993) (Applicable only if the work is performed in support of "Protected Space Operations" (applicable to the Space Shuttle) as that term is defined in the clause.)

(c) 1852.223-70 SAFETY AND HEALTH (APR 2002) (Applicable if this Contract, (1) requires Work to be (2) requires construction, repair or alteration in excess of \$25,000, or (3) regardless of dollar amount, involves the use of hazardous materials or operations. Notes 1 and 2 apply.)

(n) 1852.228-76 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994) (Applicable only if the work is performed in support of "Protected Space Operations" (relating to the Space Station) as that term is defined in the clause.)

(d) 1852.223-71 FREQUENCY AUTHORIZATION (DEC 1988) (Applicable if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.)

(o) 1852.228-78 CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES (SEP 1993) (Applicable only if the Work is performed in support of agreements described in NASA FAR Supplement 18-28.371(a), involving ELV launch services.)

(e) 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002) (Applicable if NFS 1852.223-70 does not apply to this Contract.)

(p) 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994) (Applicable if this Contract is a (1) service contract, and (2) cost reimbursable or non-competitive, fixed price. Contract information to be provided to the SRC Procurement Representative.)

(f) 1852.223-74 DRUG - AND ALCOHOL-FREE WORKFORCE (MAR 1996) (Applicable if work is performed by an employee in a sensitive position as defined in the clause.)

(g) 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003) (Applicable if this Contract requires Contractor to operate Government-owned or leased vehicles.)

(q) 1852.237-71 PENSION PORTABILITY (JAN 1997) (Applicable only if this Contract is for services and meets the conditions of paragraph (b) of the clause.)

(h) 1852.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (undated) (Applicable if this Contract is to be performed by a small business or nonprofit organization. Notes 1, 2, and 5 apply.)

(r) 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (Applicable if this Contract requires travel to locations outside of the United States that will be charged direct to the Contract. Substitute "forty-five (45) days" for "30 days" in the clause. Note 2 applies.)

(i) 1852.227-70 NEW TECHNOLOGY (MAY 2002) (Applicable if this Contract is for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization. Notes 1, 2 and 5 apply.)

(s) 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) (ALT I) (SEP 1989) (Applicable if this Contract is Cost Reimbursable and Work will be performed at a NASA installation.)

(j) 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984) (Applicable if NFS 1852.227-70 is incorporated. Notes 1, 2, and 5 apply.)

(t) 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004) (Applicable only if Contractor is specifically notified by SRC pursuant to NFS 18-42.7201(b). Note 2 applies.)

- (u) 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (OCT 2003) (Note 2 applies; as to subparagraph (e), Note 3 applies.)
- (v) 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCT 2003) (Applicable if Contractor will possess NASA property in performance of this Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted no later than October 10. Note 5 applies.)
- (w) 1852.246-70 MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997) (Applicable if Contractor employees will hold positions designated as critical in accordance with 14 C.F.R. 1214.5.)
- (x) 1852.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997) (Applicable if this Contract is for human space flight hardware or flight related equipment.)
- (y) 1852.247-71 PROTECTION OF THE FLORIDA MANATEE (MAR 1989) (Applicable if Contractor is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause.)