# Note: The full text clauses below are flowed down from Lockheed Martin Corporation’s customer JPL/Caltech and included in Lockheed Martin’s subcontract. Lockheed Martin Corporation is acting by and through LM Space, an internally designated business area (hereinafter “LMC”).

# General Provisions

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT** (Applicable for all purchase orders/ subcontracts.)

(Work performed outside the United States is exempt from the requirements of this Article.)

(a) Subcontractor agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12101, et. seq.) and all implementing regulations.

(b) Subcontractor agrees that it will be responsible to the Government and JPL/LMC for, and will indemnify and hold harmless the Government and JPL/LMC, its trustees, officers, and employees from any loss, cost, damage, expense or liability or suit therefore, by reason of actual or alleged property damage or personal injury of whatever kind or character, arising out of, or in connection with performance of the requirements of Paragraph (a) above by the Subcontractor or any of its lower-tier subcontracts, however the same may be caused, excepting only such loss, cost, damage, expense or liability attributable to the sole or contributory active negligence of the Government or of JPL/LMC, its trustees, officers, or employees.

(c) Subcontractor agrees to insert this provision, including this Paragraph (c), in all lower-tier subcontracts and purchase orders hereunder.

**DATA REMOVAL FROM COMPUTERS AND ELECTRONIC DEVICES** (Applies if Seller has any of the information described in the clause.)

The Subcontractor shall archive all data required to be retained pursuant to the terms of this Subcontract (including, but not limited to, the General Provisions, Additional General Provisions, Alterations to General Provisions and Special Provisions). The Subcontractor shall completely sanitize (e.g., overwrite, degauss or destroy) all media containing data in all computers and other electronic devices and permanently delete all non-transferable licensed software before such computers or other electronic devices leave the control of the Subcontractor by transfer or disposal. All data, including computer software, provided by JPL/LMC, derived from JPL/LMC data, or owned by the Government or JPL/LMC pursuant to this Subcontract shall be permanently deleted from Subcontractor controlled computers or electronic devices before leaving the control of the Subcontractor. The Subcontractor shall submit to JPL/LMC a written certification that the above sanitization requirements have been satisfied and the date of such action.

**ELECTRICAL EQUIPMENT ACQUISITION**

(This Article is applicable if the Subcontract involves acquisition of off-the-shelf electrical equipment for delivery to or use by LMC or its designees.)

The electrical equipment being provided by the Subcontractor under this Subcontract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association, or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to the Subcontractor at the Subcontractor's expense. The Subcontractor agrees to require lower-tier subcontractors, if any, which supply electrical equipment for delivery to or use by LMC or its designees to comply with this clause.

**EQUAL OPPORTUNITY** (Applicable for all purchase orders/subcontracts.)

The Subcontractor and lower-tier subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA**

(a) Definitions. As used in this clause—

“Government-furnished computer software” or “GFCS” means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or Government purpose license rights thereto; and (2) subsequently furnished to the Subcontractor for performance of a JPL Subcontract.

“Computer software,” “data” and “technical data” have the meaning provided in the Federal Acquisition Regulation (FAR) Subpart 2.1- “Definitions,” and the “Rights in Data—General” clause (FAR 52.227-14).

(b) The Government through JPL will furnish to the Subcontractor the GFCS described in this Subcontract or in writing by the Government through the JPL Subcontracts Manager. The Government through JPL will furnish related technical data needed for the intended use of the GFCS.

(c) Use of GFCS and related technical data. The Subcontractor shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this Subcontract unless otherwise provided for in this Subcontract or approved by the JPL Subcontracts Manager.

(1) The Subcontractor shall not, without the express written permission of the Contracting Officer through the JPL Subcontracts Manager, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this Subcontract.

(2) The Subcontractor shall not modify or enhance the GFCS except as required pursuant to the performance of work under this Subcontract. If the GFCS is modified or enhanced pursuant to this Subcontract, the Subcontractor shall provide to JPL the complete source code, if any, of the modified or enhanced GFCS.

(3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this Subcontract shall be defined by the FAR “Rights in Data-General” clause.

(4) The Subcontractor may provide the GFCS, and any modified or enhanced versions thereof, to lower-tier subcontractors as required for the performance of work under this Subcontract. Before release of the GFCS, and any modified or enhanced versions thereof, to such Subcontractors (at any tier), the Subcontractor shall insert, or require the insertion of, this clause, including this Paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Subcontractor “Lower-Tier Subcontractor” is substituted for the Subcontractor so that the lower-tier subcontractor has all rights and obligations of the Subcontractor in the clause.

(d) The JPL Subcontracts Manager may by written notice, at any time—

(1) Increase or decrease the amount of GFCS under this Subcontract;

(2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Subcontractor for JPL under this Subcontract;

(3) Withdraw authority to use the GFCS or related technical data; or

(4) Instruct the Subcontractor to return or dispose of the GFCS and related technical data.

(e) *Title to or license rights in GFCS*. The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to JPL.

(f) *Waiver of Claims and Indemnification*. The Subcontractor agrees to waive any and all claims against JPL and the Government, and shall indemnify and hold harmless the agents of the Government and JPL, and their employees from every claim or liability, including attorney’s fees, court costs, and expenses, to the extent arising out of, or related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by the Subcontractor or by any person to whom the Subcontractor has, without authorization, released or disclosed such GFCS or related technical data. JPL and the Government make no warranty with respect to the serviceability and/or suitability of the GFCS for Subcontract performance. In addition, equitable adjustments shall be made in accordance with the procedures of the “Changes” clause in the event of a delivery of Government-furnished computer software to the Subcontractor in a condition not suitable for its intended use.

**HANDLING, PROTECTION AND RELEASE OF RESTRICTED INFORMATION** (Applicable for all purchase orders/subcontracts.)

**1. Handling and Protection of Restricted Information**

(a) Definition. “Restricted information,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:

(1) Limited rights data;

(2) Restricted computer software;

(3) Information incidental to Subcontract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;

(4) Information designated by the U.S. Government as Sensitive But Unclassified (SBU);

(5) Information that is marked JPL/Caltech Proprietary, Proposal Sensitive or Business Discreet;

(6) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and

(7) Information obtained directly from JPL electronic resources, such as JPL computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.

(b) Restrictions on use and disclosure of restricted information. With regard to any restricted information to which the Subcontractor is given access, by or on behalf of NASA or JPL, in performance of this Subcontract that is either marked with a restrictive legend indicating that use and disclosure of the information is restricted or is specifically identified in this Subcontract or in writing by the JPL Subcontracts Manager as being subject to this clause, the Subcontractor agrees to:

(1) Use such restricted information only for the purposes of performing the services specified in this Subcontract;

(2) Safeguard the restricted information from unauthorized use and disclosure;

(3) Allow access to the restricted information only to those employees and lower-tier subcontractors that need it to perform services under this Subcontract;

(4) Preclude access and disclosure of the restricted information to persons and entities outside of the

Subcontractor’s or its lower-tier subcontractor’s organization(s);

(5) Inform employees who may require access to the restricted information about obligations to use it only to perform the services specified in this Subcontract and to safeguard it from unauthorized use and disclosure;

(6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause;

(7) Return or dispose of the restricted information, as NASA or JPL may direct, when the restricted information is no longer needed for performance of work under this Subcontract; and

(8) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.

(c) Exceptions

(1) The obligations and prohibitions of Paragraph (b) do not apply to restricted information which the Subcontractor can demonstrate to the JPL Subcontracts Manager—

(A) Was publicly available at the time of receipt by the Subcontractor or thereafter becomes publicly available without breach of this Subcontract;

(B) Was known to, in the possession of, or developed by or for the Subcontractor independently of the restricted information received from the JPL, and such knowledge, possession, or independent development can be shown;

(C) Was received by the Subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the Subcontractor to hold it in confidence; or

(D) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner’s control, or with the prior written approval of the owner.

(2) Under a valid order of a court or Government agency, the Subcontractor may release restricted information to which the Subcontractor is given access by or on behalf of NASA or JPL in performance of this Subcontract, provided that the Subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure. The Subcontractor shall provide a copy of the notice to the JPL Subcontracts Manager.

(d) In the event that restricted information provided to the Subcontractor by or on behalf of NASA or JPL includes a restrictive legend that the Subcontractor deems to be ambiguous or unauthorized, the Subcontractor must notify the JPL Subcontracts Manager of such condition. Notwithstanding such a notification, as long as the restrictive legend provides an indication that a restriction on use or disclosure was intended, the Subcontractor will treat the restricted information pursuant to the requirements of this clause unless otherwise directed in writing by the JPL Subcontracts Manager or the owner of the restricted information.

(e) Other subcontractual restrictions on restricted information. This clause is subordinate to all other Subcontract clauses or requirements that specifically address the access, use, handling, protection or disclosure of information. If any restrictions or authorizations in this clause are inconsistent with a requirement of any other clause of this Subcontract, the requirement of the other clause shall take precedence over the requirement of this clause. Third party limited rights data and restricted computer software will be provided under this Subcontract only as authorized by the clause at 52.227–14, Rights in Data—General, Alternates II and III (as modified by 1852.227–14, if applicable). If the Subcontractor believes there is a conflict between this clause and another clause in this Subcontract regarding the access, use, handling, protection or disclosure of restricted information, the Subcontractor must consult with the JPL Subcontracts Manager before taking subsequent actions under the other clause.

(f) The JPL Subcontracts Manager may require the Subcontractor to demonstrate how it is complying with this Handling and Protection of Restricted Information clause.

(g) Remedies. Recognizing that this Subcontract establishes a high standard of accountability and trust, the Subcontractor’s breach of any of the conditions of this clause may provide grounds for the Government or JPL to pursue such remedies as may be permitted by law, regulation, or this Subcontract. Unauthorized uses or disclosures of sensitive information may result in termination of this Subcontract for default, in addition to any other rights and remedies available by law to the Government, JPL or other provider of sensitive information.

(h) Unless otherwise specifically provided in this Subcontract, no warranty, express or implied, including without limitation any warranty of accuracy, utility, merchantability or of fitness for a particular purpose, is provided hereunder for any of the disclosed sensitive information.

(i) The Subcontractor’s obligations under this clause shall survive the expiration or termination of this Subcontract.

**2. Release of Restricted Information**

(a) Definition. “Restricted information,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:

(1) Limited rights data;

(2) Restricted computer software;

(3) Information incidental to Subcontract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;

(4) Information designated by the U.S. Government as Sensitive But Unclassified (SBU).

(5) Information that is marked JPL/Caltech Proprietary, Proposal Sensitive or Business Discreet;

(6) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer- aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and

(7) Information obtained directly from JPL electronic resources, such as JPL computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.

(b) Subcontractors, as well as their lower-tier subcontractors and their individual employees, may require access to restricted information in the JPL’s possession. The Subcontractor agrees that, where needed for the performance of a subcontract, JPL may release to the Subcontractor and to any of its lower-tier subcontractors, restricted information delivered during the course of this Subcontract. Additionally, offerors agree that restricted information submitted with their proposals may be provided to JPL service subcontractors that assist JPL with subcontract closeout. If suitably marked with a legend indicating that use and disclosure of restricted information is restricted or if the information falls under Paragraph 2.(a)(6) or Paragraph 2.(a)(7), such restricted information will be subject to the enumerated protections mandated by this clause. The Subcontractor’s limited rights data and restricted computer software will be provided to other JPL subcontractors or their lower-tier subcontractors only as authorized by the clause at 52.227–14, Rights in Data-General, Alternates II and III (as modified by 1852.227–14, if applicable).

(c) Unless the JPL Subcontracts Manager decides that reasonable grounds exist to challenge the markings, NASA, JPL, and its Subcontractors and lower-tier subcontractors, shall comply with all of the safeguards contained in Paragraph 2.(d) and Paragraph 1. of this clause.

(d) To receive access to restricted information needed to assist NASA and JPL in accomplishing NASA mission activities and management and administrative functions, the support service subcontractor and lower-tier subcontractors must be operating under a subcontract that contains this clause, which obligates the support service subcontractor or lower-tier subcontractor, with respect to restricted information marked with a legend indicating that use and disclosure of the information is restricted, to do the following:

(1) Use such restricted information only for the purpose of performing the services specified in its Subcontract;

(2) Safeguard such restricted information from unauthorized use and disclosure;

(3) Allow access to such restricted information only to those employees and Subcontractors that need it to perform services under the Subcontract;

(4) Preclude access and disclosure of such restricted information to persons and entities outside of the

Subcontractor’s or its lower-tier subcontractor’s organization(s);

(5) Inform employees who may require access to such restricted information about obligations to use it only to perform the services specified in its Subcontract and to safeguard it from unauthorized use and disclosure;

(6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause; and

(7) Return or dispose of such restricted information, as NASA or JPL may direct, when the restricted information is no longer needed for performance of work under the Subcontract.

(8) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.

(e) Exceptions. The obligations and prohibitions of Paragraph (e) of this clause do not apply to restricted information which the receiving Subcontractor can demonstrate to the JPL Subcontracts Manager -

(1) Was publicly available at the time of receipt by the receiving Subcontractor or thereafter becomes publicly available without breach of this Subcontract;

(2) Was known to, in the possession of, or developed by or for the receiving Subcontractor independently of the restricted information received from the Government or JPL, and such knowledge, possession, or independent development can be shown;

(3) Was received by the receiving Subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the receiving Subcontractor to hold it in confidence;

(4) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner’s control, or with the prior written approval of the owner; or

(5) Is required to be released under a valid order of a court or Government agency, provided that the Subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure.

(f) Subcontractor personnel requiring privileged access or limited privileged access to JPL or NASA information technology systems that contain restricted information and that are the primary responsibility of another Subcontractor are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to JPL or NASA missions. The JPL Subcontracts Manager may allow the Subcontractor to conduct its own screening, provided the Subcontractor employs substantially equivalent screening procedures.

(g) This clause does not affect JPL’s rights or NASA’s responsibilities under the Freedom of Information Act.

**3. Lower-tier Subcontracts**

The Subcontractor shall insert, or require the insertion of Paragraphs 1. and 2. of this clause, including this Paragraph 3., suitably modified to reflect the relationship of the parties, in all lower-tier subcontracts (regardless of tier).

**INSURANCE - LIABILITY TO THIRD PERSONS** (Communications with the Government under this clause will be made through LMC.)

(a) Except as provided immediately following, the Subcontractor shall provide and thereafter maintain the following insurance with respect to performance under this Subcontract:

(1) Workers' Compensation and Employer's Liability Insurance, as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the Employer's Liability section of the insurance policy, except when Subcontract operations are so commingled with the Subcontractor's commercial operations that it would not be practical. The Employer's Liability coverage shall be at least $2,000,000, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. However, the Subcontractor in fulfillment of its obligation to provide Workers' Compensation Insurance may maintain a self- insurance program if the Subcontractor is qualified pursuant to statutory authority to do so.

(2) Comprehensive Liability Insurance, including automobiles (owned, non-owned and leased), completed operations, products, and Contractual Liability Insurance specifically covering all liability assumed under this Subcontract. Such insurance shall be written for a combined single limit of not less than $2,000,000 for all deaths, injuries, and property damage arising from any accident or occurrence.

(3) Such other insurance as JPL may from time to time require.

(b) Insurance Certificates and Endorsements. Before commencing work under this Subcontract, the Subcontractor shall furnish to LMC (i) certificates of insurance for the coverages specified in Paragraph (a) above, and (ii) an additional insured endorsement naming JPL/LMC as an additional insured to the Subcontract for the coverage specified in Paragraph (a)(2) above. Such certificates and the endorsement shall provide that any cancellation or material change in the insurance policies shall not be effective (i) for such period as the laws of the State in which this Subcontract is to be performed prescribe, or (ii) until 30 days after the insurer or the Subcontractor gives written notice to LMC, whichever period is longer. Also, such certificates and the endorsement shall (i) cover contractual liability assumed under this Subcontract, and (ii) be primary and non-contributing to any insurance procured by JPL/LMC. The Subcontractor agrees to permit JPL/LMC to examine its original policies, should JPL/LMC so request.

(c) The Subcontractor agrees to submit for approval of LMC/JPL, to the extent and in the manner required by LMC/JPL, any other insurance that is maintained by the Subcontractor in connection with the performance of this Subcontract and for which the Subcontractor seeks reimbursement.

(d) The Subcontractor shall be reimbursed:

(1) For that portion (i) of the reasonable cost of insurance allocable to this Subcontract; and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise. These liabilities must arise out of the performance of this Subcontract, whether or not caused by the negligence of the Subcontractor or of the Subcontractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by JPL. These liabilities are for (i) loss of or damage to property (other than property owned, occupied, or used by the Subcontractor, rented to the Subcontractor, or in the care, custody, or control of the Subcontractor); or (ii) death or bodily injury.

(e) JPL's liability under Paragraph (d)(2) of this clause is subject to the availability of funds under the Prime Contract at the time a contingency occurs.

(f) The Subcontractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities):

(1) For which the Subcontractor is otherwise responsible under the express terms of any clause or clauses specified in the Schedule or elsewhere of the Subcontract;

(2) For which the Subcontractor has failed to insure or to maintain insurance as required; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Subcontractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:

(A) All or substantially all of the Subcontractor's business;

(B) All or substantially all of the Subcontractor's operations at any one plant or separate location in which this Subcontract is being performed; or

(C) A separate and complete major industrial operation in connection with the performance of this Subcontract.

(g) The provisions of Paragraph (f) of this clause shall not restrict the right of the Subcontractor to be reimbursed for the cost of insurance maintained by the Subcontractor in connection with the performance of this Subcontract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the "Allowable Cost and Payment" clause of this Subcontract.

(h) If any suit or action is filed or any claim is made against the Subcontractor, the cost and expense of which may be reimbursable to the Subcontractor under this Subcontract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Subcontractor shall:

(1) Immediately notify LMC and JPL and promptly furnish copies of all pertinent papers received through LMC to JPL;

(2) Authorize JPL or Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize JPL or Government representatives to settle or defend the claim and to represent the Subcontractor in or to take charge of any litigation, if required by JPL, when the liability is not insured or covered by bond. The Subcontractor may, at its own expense, be associated with JPL or the Government representatives in any such claim or litigation.

(i) Indemnification for Injuries on Premises Under the Control of JPL. Paragraphs (i),(j) and (k) of this clause are applicable as to any injuries at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL when such injuries arise out of or in connection with the performance of work hereunder by the Subcontractor or any of its lower-tier subcontractors. Paragraphs (i), (j) and (k) are not applicable to work which is not performed at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California nor premises not under the control of JPL.

(j) Indemnification. Notwithstanding the provisions of Paragraph (d)(2), if any injury occurs on the premises under the control of JPL/LMC, the Subcontractor agrees that it will be responsible to the Government, JPL and LMC for, and will indemnify, immediately defend and hold harmless the Government, JPL and LMC, its trustees, agents, officers, and employees, from any loss, cost, damage, expense or liability, including attorney’s fees, or any suit therefore, by reason of actual or alleged claims of any kind, including, but not limited to, property damage or personal injury of whatever kind or character, arising out of or in connection with the performance of work hereunder by the Subcontractor or any of its lower-tier subcontractors, however caused, including any resulting from any alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, but excepting only a duty to indemnify to the extent such loss, cost, damage, expense or liability is attributable to the sole negligence or willful misconduct of the Government , JPL or LMC, its trustees, agents, officers or employees.

(k) Lower-tier subcontractors. The Subcontractor shall insert the substance of Paragraphs (i), (j) and (k), in lower-tier subcontracts under this Subcontract, if the lower-tier subcontract requires work which occur at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL. At least five days before entry of each such lower-tier subcontractor’s personnel on the Government installation or JPL-controlled premises, the Subcontractor shall furnish (or ensure that there has been furnished) to JPL a current certificate of insurance meeting the requirements of Paragraph (b) above, for each such lower-tier subcontractor.

(l) This clause shall be interpreted pursuant to California law.

**LIMITATION ON RESTRICTIVE MARKINGS**

(a) Information delivered or otherwise provided by the Subcontractor to LMC or JPL in connection with this Subcontract shall not contain any Restrictive Markings, except as permitted by section (b) below or as required by law. As used in this clause, “Restrictive Markings” means any marking, legend or other indicia intended to limit use of the information. For example, “Restrictive Markings” may include, but are not limited to, “Proprietary,” “Confidential,” or substantially equivalent designation, as well as the Limited and Restricted Rights Notices that may be set forth in the “Rights in Data – General” clause of this Subcontract. Restrictive Markings not permitted by section (b) below impose no obligations or restrictions on LMC’s or JPL’s use and disclosure of information, and, unless otherwise agreed in writing, LMC or JPL is entitled to disregard and/or remove such unpermitted Restrictive Markings on information in its possession at any time without notice to the Subcontractor.

(b) The following Restrictive Markings shall be permitted under this Subcontract:

(1) The Limited Rights Notice permitted under ALT II, Paragraph (g)(3) of the “Rights In Data – General” clause, if included in this Subcontract.

(2) The Restricted Rights Notice permitted under ALT III, Paragraph (g)(4) of the “Rights in Data – General” clause, if included in this Subcontract.

(3) “Proprietary,” “Confidential,” or substantially equivalent designations may be included on Subcontractor’s financial, administrative, cost, pricing or management information relating to the administration of this Subcontract. Any such Restrictive Markings should preferably identify the type of financial or administrative information, for example, “[SUBCONTRACTOR NAME] Proprietary Cost Information.”

(4) Copyright notices to the extent permitted by Paragraph (c)(1) of the “Rights In Data – General” clause in this Subcontract.

(c) LMC or JPL retains the right to challenge any Restrictive Markings identified in paragraph (b) above. Challenges to such markings shall be made in accordance with paragraph (e) of the “Rights in Data – General” General Provision in this Subcontract.

(d) Where information contains both unrestricted and restricted data subject to the Restrictive Markings permitted in paragraph (b) above, the Subcontractor shall mark only those pages, parts or portions of the information that are subject to restrictions permitted in paragraph (b).

(e) Upon the execution of this Subcontract, all prior confidentiality agreements between LMC or JPL and the Subcontractor relating to or otherwise encompassing the subject matter of this Subcontract are hereby terminated. The obligation to maintain confidentiality of any information disclosed pursuant to such agreements shall survive termination and continue for the nondisclosure period set forth therein or, if none is specified, for the term of this Subcontract. Notwithstanding the foregoing, should use of information previously delivered by Subcontractor to LMC or JPL under a confidentiality agreement be deemed necessary for the performance of this Subcontract, the Subcontractor must identify in writing to LMC or JPL which Restrictive Markings permitted in Paragraphs (b)(1)-(4) above apply, if any, within thirty (30) days of the execution of this Subcontract.

**ORDER OF PRECEDENCE** (Applicable for all purchase orders/subcontracts.)

(a) The rights and obligations of the parties of this Subcontract shall be subject to and governed by the Schedule, the General Provisions (the term "General Provisions" includes any "Additional General Provisions"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.

(b) To the extent of any inconsistency between (i) the Schedule, other than the Alterations Clause, (ii) the Alterations Clause in the Schedule, and (iii) the GPs, the inconsistency will be resolved in the following order of priority:

(1) The Alterations Clause.

(2) The GPs not altered.

(3) The Schedule, other than the Alterations Clause.

(c) To the extent of any inconsistency between:

(1) The Schedule, other than any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise, in the Schedule or the General Provisions, and

(2) Any proposals, specifications or other documents or clauses which are made a part of this Subcontract by reference or otherwise in the Schedule or the General Provisions,

(3) (c)(1) has order of precedence over (c)(2).

(d) All clauses of this Subcontract that are required by their terms to be included in lower-tier subcontracts shall be required by the Subcontractor to take precedence in the lower-tier subcontract over any other clauses.

**PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN SUBCONTRACT PERFORMANCE** (Applicable if Seller will be using a privately owned aircraft to support this purchase order/subcontract.]

(a) The Subcontractor, its employees, agents and lower-tier subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Subcontract without prior approval of LMC. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Subcontractor has in effect Aircraft Liability Insurance coverage of not less than $5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. The Subcontractor shall be required as a condition of LMC's approval to submit an endorsement naming LMC as an additional insured in such aircraft liability insurance policy. The Subcontractor shall include this clause in any lower-tier subcontract involving travel subject to LMC approval or requiring that the lower-tier subcontractor utilize a privately owned (noncommercial) aircraft.

**RELEASE OF INFORMATION** (Applicable for all purchase orders/subcontracts.)

(a) The Subcontractor agrees that all information released by the Subcontractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, advertising copy) directly related to the Subcontractor's work with and for JPL/LMC will be submitted to LMC for review for technical accuracy prior to issuance. (See form JPL 1737, "Release of Information.")

(b) The Subcontractor agrees to insert this clause including this paragraph (b) in all lower-tier subcontracts.

**RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA** (Applicable for all purchase orders/subcontracts.)

(a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the

People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Subcontracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This Subcontract may use restricted funding that was appropriated on or after April 25, 2011. The Subcontractor shall not contract with China or Chinese-owned companies for any effort related to this Subcontract except for acquisition of commercial and non-developmental items. If the Subcontractor anticipates making an award to China or Chinese- owned companies, the Subcontractor must contact the Contracting Officer through the Subcontracts Manager to determine if funding on this Subcontract can be used for that purpose.

(d) The Subcontractor represents that the Subcontractor is not China or a Chinese-owned company.

(e) Lower-tier subcontracts - The Subcontractor shall include the substance of this clause in all lower-tier subcontracts made hereunder.

**UNION DATA FOR ON-SITE SUBCONTRACTORS**

(This Article applies [i] to any time-and-material or labor-hour Subcontract where the work is performed at a JPL-controlled facility and [ii] to any other Subcontract for which any Subcontractor personnel work in residence at a JPL-controlled facility. Work performed outside the United States is exempt from the requirements of this Article.)

(a) The Subcontractor shall provide JPL-requested union information, including union information pertaining to its lower- tier subcontractors, if any, on the "Request for Union Data Regarding On-Site Subcontractors and their lower-tier subcontractors," set forth below. A copy of this form (sample shown below), filled in, shall be returned to the cognizant JPL Subcontracts Manager's attention. Any changes in the data, such as the addition of a new union lower-tier subcontractor, shall be provided to JPL through timely resubmission of the following form:

REQUEST FOR UNION DATA REGARDING ON-SITE SUBCONTRACTORS AND THEIR LOWER-TIER SUBCONTRACTORS

1. Date:

2. Subcontract number:

3. Scheduled Subcontract completion date:

4. Subcontractor name:

5. Total number of on-site personnel:

6. Cognizant Subcontracts Manager:

7. Lower-tier subcontractors under this Subcontract with union personnel working on-site at JPL-controlled facilities.

Number of Lower-tier Subcontractor Personnel at JPL Site:

Lower-tier Subcontractor Total Personnel No. of Union Personnel

8. Brief description of scope of work and location of work site sufficient to locate the union Subcontract and lower-tier subcontract workers.

9. a. Local union name: Local No. (if any):

b. Number of on-site Subcontractor/Lower-tier Subcontractor personnel represented:

c. Name, phone number and address of business agent representing the local union:

(1) Name:

(2) Phone:

(3) Address:

d. Expiration date of labor agreement:

e. (1) If applicable, the employer association responsible for negotiating each agreement for Subcontractor/lower-tier subcontractor:

(2) If applicable, the names of Subcontractor’s/lower-tier subcontractor’s local employer representatives who take part in such negotiations:

10. Name, phone number and address of the Subcontractor’s lower-tier subcontractor’s representative who is responsible for handling labor relations/human resources issues:

a. Name:

b. Phone:

c. Address:

(Note: For items 8., 9., and 10., provide for each union and also for each on-site lower-tier subcontract, as applicable.)

**ASBESTOS NOTIFICATION** (Applicable if Seller will be performing work at JPL)

The Jet Propulsion Laboratory (JPL) is committed to providing a safe and healthful work environment for all personnel. Consistent with this commitment, and in compliance with California Health & Safety Code 25915 et seq., JPL provides this notification to subcontractors of the presence of asbestos-containing materials (ACM) in JPL buildings.

Laboratory management, working with the JPL Occupational Safety Program Office (OSPO) and the Facilities Division, manages an on-going program of asbestos identification and control. JPL’s Asbestos Management Plan includes bulk sampling surveys, surveys of specific locations of ACM, air monitoring results, friable asbestos condition assessments conducted by an outside consultant, procedures and handling restrictions, information concerning potential health risks, and an annual Asbestos Notification and Asbestos Awareness Training for members of the Facilities Division and Facilities Maintenance and Operations Section staff who may come in contact with ACM.

Pursuant to the California Health and Safety Code Sections 25915 et seq., JPL makes available for review by all subcontractors, all existing asbestos surveys conducted by or for JPL to determine the existence, specific locations of asbestos-containing construction materials within JPL buildings. The survey reports identify the existence of ACM on the Laboratory. These reports include the results of bulk sampling which provide data regarding material quantity, location and condition, as well as air monitoring data for sampling results conducted during and after abatement activities to ensure the affected work areas are below regulatory limits prior to re-occupancy. Survey reports are available for review during normal business hours at the OSPO. Please contact OSPO at extension 3-0886 for more information or to view the survey reports. Based on all asbestos surveys conducted, we believe the asbestos we have identified poses no significant hazard during normal operations.

Asbestos may be present in JPL buildings in various forms including, but not limited to, transite, thermal system insulation, roofing products, ceiling tiles, spray-applied acoustical ceiling, wall materials, floor tiles/linoleum, and mastic. Because asbestos is a mineral, asbestos fibers are relatively stable in the environment. Asbestos fibers do not evaporate into air. Asbestos containing material that can be crushed into a powder is called “friable asbestos.” When asbestos containing materials become friable, there is a chance that asbestos fibers can become suspended in air. The friable asbestos identified at JPL is located in restricted access areas such as mechanical rooms, boiler rooms, and attics. In particular, some JPL buildings contain friable asbestos sprayed-on fireproofing above the ceilings: At the Oak Grove site, these include Buildings 167, 168, 169, 179, 180, 183, 186, 230, 238, 264, and 291.

Only authorized and properly trained subcontractors (with JPL OSPO verification) are permitted to perform work that may disturb ACM. OSPO shall be given notification and, if deemed necessary, a written description of any asbestos-related work to be conducted in areas where ACM may be present prior to the initiation of activities. The work to be performed will determine if these areas must be tested and cleared of ACM. The OSPO reviews air sampling results and documentation after completion of activities to ensure air levels are below regulatory limits. This documentation is maintained on an on-going basis and is available for subcontractor review. Contact the OSPO, if you want to review copies of the applicable written procedures, handling restrictions, or sampling results.

Asbestos poses no risk to health unless it is disturbed in such a way that asbestos fibers become suspended in the air and inhaled. Building occupants must prevent the disturbance of ACM whenever possible, since ACM that is damaged or disturbed without proper controls may release asbestos fibers into the air. Asbestos is a potential health concern because long term, chronic inhalation exposure to high levels of asbestos can cause lung diseases such as asbestosis, mesothelioma, and/or lung cancer. Occupants shall not move, drill, bore, saw, sand, grind, abrade or otherwise disturb any material that contains asbestos. If any of the identified materials are disturbed, please contact the OSPO at extension 3-0886, so the material can be properly repaired and any releases immediately cleaned-up.

The JPL OSPO is dedicated to providing a safe and healthful work environment. If there are any questions, please contact OSPO at extension 3-0886.

**MANAGEMENT OF GOVERNMENT PROPERTY IN THE POSSESSION OF SUBCONTRACTORS**

(JPL Form 0968 4/17) (Applicable if the Seller or its lower-tier Sellers will use Government Property in performing this purchase order/subcontract. All Seller reporting or requests under this clause shall be submitted through the LMC Procurement Representative.)

**A. Purpose**

This document prescribes the minimum requirements Subcontractors and lower-tier Subcontractors (hereinafter referred to as Subcontractors) must meet in establishing and maintaining control over Government property. If there is any inconsistency between this document and the terms of the Subcontract, the terms of the Subcontract shall govern. Government property is generally not provided to Subcontractors. The decision to provide Government property to Subcontractors (whether Government-furnished or Subcontractor-acquired) shall be made only after careful consideration of all relevant facts.

**B. Requirements**

Federal Acquisition Regulation (FAR) Sections 45 Government Property, 52 Solicitation Provisions and Contract Clauses, and the NASA FAR Supplement 1845 Government Property, supplement this document and provide additional information.

**C. Subcontractor Responsibility**

The JPL Subcontractor is directly responsible and accountable for all Government property in accordance with the provisions of the Subcontract. The Subcontractor’s system shall be adequate to control, protect, preserve, and maintain all Government property, including residual and scrap material. The Subcontractor shall maintain and make available all records required by this document and account for all Government property until relieved of that responsibility.

**D. Definitions**

**Government Property**: All property owned by or leased to the Government or acquired by the Government under the terms of the Subcontract. It includes Facilities, Real Property, Plant equipment (PE), Material, including Work in Process (WIP), Special Tooling (ST), Special Test Equipment (STE), and Agency-Peculiar Property (APP).

**Tagged Property**: Plant Equipment, Special Test Equipment including Components, Special Tooling, and Non-flight Space

Property that is:

* Commercially available and used as a separate item or component of a system; and
* Identifiable by a manufacturer and model number.

**(Contract) Work in Process (WIP)**: Consists of property items under development (not complete) and includes the costs of all WIP regardless of value for all categories of property, all types of equipment and material as well as WIP for International Space Station and Space Shuttle components. The costs of WIP for assets destined for permanent operation in space such as satellites and space probes and their components should NOT be reported.

**E. Subcontractor Reporting** *(to be sent to the designated LMC Property Administrator)*

**Monthly Report**: The Subcontractor shall provide a completed Contractor-Held Asset Tracking System (CHATS) Report (template available at <http://www.jpl.nasa.gov/acquisition/terms-conditions/>, to LMC on the 3rd business day of each month if the following reporting criteria are met:

* Tagged property (PE, ST, STE & APP) over $100K; or
* Material and WIP regardless of value.

**Annual JPL 1018 NASA Property in the Custody of Subcontractors *or equivalent*** The Subcontractor shall submit a completed JPL 1018 (see <http://www.jpl.nasa.gov/acquisition/terms-conditions/>).

**Annual Results of Inventories**: The Subcontractor shall submit the following to JPL promptly after completing an annual physical inventory:

1. A listing that identifies all discrepancies disclosed by a physical inventory;
2. A signed statement that physical inventory of all or certain classes of Government property was completed on a given date; and
3. Certification that the official property records were found to be in agreement except for any discrepancies reported.

**Excess Government Property**: The Subcontractor shall report excess Government property to JPL, utilizing Plant Clearance Automated Reutilization Screening System (PCARSS) or Inventory Disposal Schedule (Form1428) when the property is no longer required on the Subcontract. See FAR 45.606 for additional clarification. A template for the Inventory Schedule is available at <http://www.jpl.nasa.gov/acquisition/terms-conditions/>.

**Loss, Damage, Destruction or Theft of Property**: Loss, damage, destruction or theft of Government property in the Subcontractor’s possession must be reported as soon as the facts are known. Within 30 days of discovery a request for relief of accountability and a corrective action plan must be submitted.

At the time of receipt, the Subcontractor shall report to JPL, in writing, all cases of overages or shortages.

The removal of Government property to storage, or its contemplated transfer, does not relieve the Subcontractor of these responsibilities.

The Subcontractor's maintenance program shall provide for disclosing and reporting the need for major repair, replacement, and other capital rehabilitation work for Government property in its possession or control.

**F. Acquiring and Tagging Government Property**

**Title Vesting** (*For Educational Institutions and Not-For-Profit Organizations subcontracts only*) The JPL Subcontractor Property & Vesting Authorization Form is required for all items specifically approved by JPL in writing and purchased with funds available for research. The University or Not-For-Profit Organization shall request title as soon as acquisition of item(s) is contemplated. JPL Form 7112 (replaced JPL Form 2710) may be used in lieu of the DD1419.

**Sensitive Item List**: These items are considered sensitive or easily-pilfered and require a NEMS tag.

**Items, Regardless of Value:**

a. Weapons, all types including, but not limited to, air, spring, powder, or other propulsions system.

b. Hazardous Devices, including environmentally hazardous devices.

c. Small Unmanned Aerial Systems (sUAS), all types (if determined by the Property Administrator after consultation with the cognizant engineer that placement of the tag will not interfere with the operation of the item).

**Items with an Acquisition Value of $100 or More:**

a. Camera, all types

b. Automatic Data Processing Equipment (ADPE)

· Computers, all but excluding mainframes

· External Computer Peripherals, including:

· Printers

· Disk Drives Units (external)

· Tape Drives (external)

· CD and DVD Drives (external)

· Scanners

· Display Units

· Terminals

c. Recorders and players, including, but not limited to, digital, laser, cassette, and reel-to-reel

d. Projectors (except transparency and overhead projectors)

e. Telephones, cellular

f. Telescopes

**Tagging Property**: Property Tags must be requested *within 30 days of receipt of property* by the Subcontractor.

* Tags shall be affixed to property of any value as directed by JPL.
* Include the following information to JPL when requesting a tag using the JPL ADI Template ***or equivalent***. JPL

ADI Template located at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/>.

* Description
* Manufacturer
* Model Number
* Serial Number
* FSC
* Cost
* Subcontract Number
* Date in Service
* Property Type

The JPL ADI Template may be used in lieu of DD 1342 DOD Property Record. All markings shall be removed or obliterated when Government property is sold, scrapped, or donated.

**G. Disposition of Government Property**

**Shipment of Government Property**: Adequate descriptions of property and accurate dollar values, including Requisition and Invoice/Shipping Document Form DD1149 (available at <http://www.jpl.nasa.gov/acquisition/terms-conditions/>) shall be included with the shipment and a copy forwarded to the JPL Property Administrator.

**Property Closeout**: A Property Closeout Certificate shall be signed by the Subcontractor's authorized representative and returned to JPL prior to final payment.

**Additional General Provisions**

**DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE** (Applicable if this purchase order/subcontract contains either of the clauses at FAR 52.227‐11 or NSF 1852.227‐70. Communications with the Government under this clause will be made through LMC.)

(a) For purposes of administration of the clause of this Subcontract entitled "New Technology" or "Patent Rights-- Retention by the Subcontractor (Short Form)," whichever is included, the following named representatives are hereby designated to administer such clause:

|  |  |  |
| --- | --- | --- |
| Title | Office Code | Address (including zip code) |
| New Technology Representative | MS/ 180-801 | NASA Management Office at JPL  4800 Oak Grove Drive  Pasadena, CA 91109 |
| Patent Representative | MS 180-802 | NASA Management Office at JPL  4800 Oak Grove Drive  Pasadena, CA 91109 |

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative with a copy to the Subcontracts Manager unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any lower-tier Subcontract hereunder requiring a "New Technology” clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer through JPL.

The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

# FAR Clauses

**52.203-7, Anti-Kickback Procedures (Oct 2010)**

**52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)**

**52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2010)**

**52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)**

**52.219-8, Utilization of Small Business Concerns (Jan 2011)**

**52.219-9,** **Small Business Subcontracting Plan (Jan 2011)**

**52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation (July 2005)**

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

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

**52.222-35, Equal Opportunity for Veterans (Sep 2010)**

**52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)**

**52.222-37, Employment Reports on Veterans (Sep 2010)**

**52.222-50, Combating Trafficking in Persons (Feb 2009)**

**52.222-54, Employment Eligibility Verification (Jan 2009)**

**52.223-11, Ozone-Depleting Substances (May 2001)**

**52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)** (Applicable if Seller will be providing energy consuming products which will be delivered to the Government, or the energy consuming products are acquired by Seller for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government; or specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

**52.225-1, Buy American Act—Supplies (Feb 2009)**

**52.227-1, Authorization and Consent (Dec 2007) and Alternate I (Apr 1984)** (Alternate I will also apply.)

**52.227-14, Rights in Data - General (Dec 2007) and Alternate II (Dec 2007)** (Alternate II will also apply. After "Government Contract no.," insert "NNN12AA01C," and after "Subcontract" insert “1610410” in paragraph (g)(3)(a). Insert “(i) Use (except for manufacture) by support service contractors.”; “(ii) Reserved.”; and “(iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is a part.” after the last sentence of paragraph (g)(3)(a).)

**52.227-14, Rights in Data - General (Dec 2007) and Alternate III (Dec 2007)** (Alternate III will also apply. After "Government Contract no.," insert "NNN12AA01C," and after "Subcontract" insert “1610410” in paragraph (g)(4).)

**52.227-14, Rights in Data - General (Dec 2007) and Alternate V (Dec 2007)** (Alternate V will also apply.)

**52.227-16, Additional Data Requirements (Jun 1987)** (Applicable if Seller will be providing data. "Contracting Officer" means "LMC and the Contracting Officer.")

**52.230-2, Cost Accounting Standards (Oct 2010)**

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate I (Apr 1984)** (Alternate I will apply if this purchase order/subcontract is for services and no supplies are to be furnished.)

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

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

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

**52.244-6, Subcontracts for Commercial Items (Dec 2010)**

**52.245-1, Government Property (Apr 2012)**

**52.245-9, Use and Charges (Apr 2012)** (Applicable if this purchase order/subcontract, including purchase orders/ subcontracts for commercial items, will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through LMC.)

**52.246-8, Inspection of Research and Development – Cost Reimbursement (May 2001)** (Applicable if Seller have a cost reimbursable purchase order/subcontract and will be performing research and development work. "Government" means "LMC" except (1) in paragraphs (b), (c) and (d) where it means "LMC and the Government" and in paragraph (k) where the term is unchanged.)

**52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) and Alternate I (Apr 2003)** (Alternates I will also apply if the supplies to be furnished under this purchase order/subcontract must be transported exclusively in privately owned U.S.-flag commercial vessels. In the last sentence of paragraph (c), "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "LMC.")

**NASA FARS Clauses**

**1852.219-74, Use of Rural Area Small Businesses (September 1990)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that offer subcontracting possibilities.)

**1852.219-75, Small Business Subcontracting Reporting (May 1999)** (Applicable if this purchase order/subcontract exceeds $500,000. Does not apply if is a small business concern.)

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

**1852.225-70, Export Licenses (Feb 2000) and Alternate I (Feb 2000)** (Alternate I will also apply.)

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

**1852.228-72, Cross-Waiver of Liability for Space Shuttle Services (Sep 1993)** (Applicable if the Work is performed in support of “Protected Space Operations” (applicable to the Space Shuttle) as that term is defined in the clause.)

**1852.228-76, Cross-Waiver of Liability for Space Station Activities (Dec 1994)** (Applicable if the Work is performed in support of “Protected Space Operations” as that term is defined in the clause.)

**1852.228-78, Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (Sep 1993)** (Applicable if the Work is performed in support of “Protected Space Operations” as that term is defined in the clause.)