



**Yulista Purchase Order/Subcontract Government Terms and Conditions
NASA Contract 80JSC018D0002 - ALICE**

Applicable to:

- Johnson Space Center (JSC) Orders**
- Langley Research Center (LaRC) Orders**
- El Paso International Airport Orders**

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Listing of Clauses Incorporated by Reference

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

<https://www.acquisition.gov/?q=browsefar>

The following contract clauses pertinent to this section are hereby incorporated by reference:

FAR Clauses Applicable to All Purchase Orders/Subcontracts

- 52.202-1 DEFINITIONS. (NOV 2013)
- 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2016)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
- 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE. (OCT 2016)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)
- 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
- 52.210-1 MARKET RESEARCH. (APR 2011)
- 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
- 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)
- 52.216-8 FIXED FEE. (JUN 2011)
- 52.216-18 ORDERING. (OCT 1995)
- 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)



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- 52.222-3 CONVICT LABOR. (JUN 2003)
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (OCT 2016)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015) (APPLIES WHEN 52.222-26 APPLIES)
- 52.222-29 NOTIFICATION OF VISA DENIAL. (APR 2015)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (applies when 52.222-26 applies)
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
- 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS. (ALTERNATE 1) (MAR 2015)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015) (Applies to Orders over \$3,500)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (JAN 2017)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011) -- ALTERNATE I (MAY 2011)
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)
- 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)
- 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)
- 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)
- 52.223-12 MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (JUN 2016)
- 52.223-16 ACQUISITION OF EPEAT® -REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
- 52.224-2 PRIVACY ACT. (APR 1984)
- 52.225-1 BUY AMERICAN ACT - SUPPLIES. (MAY 2014)
- 52.225-8 DUTY-FREE ENTRY. (OCT 2010)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION. (OCT 2015).
- 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
- 52.227-3 PATENT INDEMNITY. (APR 1984)
- 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)
- 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)



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52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. (APR 2003)
52.232-1 PAYMENTS. (APR 1984)
52.232-9 LIMITATION ON WITHHOLDING PAYMENTS (APR 1984)
52.232-11 EXTRAS. (APR 1984)
52.232-17 INTEREST. (MAY 2014)
52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
52.232-22 LIMITATION OF FUNDS. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
52.232-25 PROMPT PAYMENT. (JAN 2017) -- ALTERNATE I (FEB 2002)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT (JUL. 2013)
52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION. (JUL 2013)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
52.236-13 ACCIDENT PREVENTION (NOV 1991)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN. (SEP 2008)
52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)
52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)
52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)
52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JAN 2017)
52.245-1 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)
52.245-9 USE AND CHARGES. (APR 2012)
52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)
52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)
52.246-23 LIMITATION OF LIABILITY. (FEB 1997)
52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)
52.247-34 F.O.B. DESTINATION. (NOV 1991)
52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)
52.248-1 VALUE ENGINEERING. (OCT 2010)
52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
52.249-14 EXCUSABLE DELAYS. (APR 1984)



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52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)
52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLE (IFMS)(JAN 1991)
52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)
52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)
52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$10,000

52.222-26 EQUAL OPPORTUNITY. (SEPT 2016) (applies when Subcontractor has been awarded federal contracts or subcontracts in any 12- month period that exceed \$10,000 in total)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$15,000

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$25,000

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$35,000

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$100,000 (Exceptions as noted)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$150,000 (Exceptions as noted)

52.203-3 GRATUITIES. (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (MAY 2014)



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- 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 2010)
- 52.219-8 Utilization of Small Business Concerns OCT 2014)
- 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)
- 52.242-13 BANKRUPTCY. (JUL 1995)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$750,000

- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)
- 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
- 52.230-2 COST ACCOUNTING STANDARDS (Large Businesses only) (MAY 2014)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Large Business only) (MAY 2013)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Large Businesses only) (JUN 2010)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$1,000,000 (Exceptions as noted)

N/A

FAR Clauses Applicable If This Agreement Exceeds \$5,500,000 and the Performance Period is 120 days or more

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

FAR Clauses Applicable if This Purchase Order/Subcontract Exceeds \$10,000,000

- 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(END OF SECTION)



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<http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

The following contract clauses pertinent to this section are hereby incorporated by reference:

NASA FAR Supplement (NFS) Clauses Applicable to All Purchase Orders/Subcontracts

- 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)
- 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (AUG 2014)
- 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)
- 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2011)
- 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)
- 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DECEMBER 1988)
- 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)
- 1852.215-84 OMBUDSMAN. (NOV 2011)
- 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)
- 1852.216-75 PAYMENT OF FIXED FEE (DEC1988)
- 1852.216-76 Award Fee Service Contracts (Jun 2018)
- 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)
- 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (JUL 1997)
- 1852.216-90 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING. (AUG 2014)
- 1852.219-77 NASA MENTOR-PROTEGE PROGRAM. (APR 2015)
- 1852.223-70 SAFETY AND HEALTH. (DEC 2015)
- 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (NOV 2015)
- 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
- 1852.223-76 FEDERAL AUTO STATISTICAL TOOL (FAST) REPORTING (JUL 2003)
- 1852.225-70 EXPORT LICENSES (FEB 2000) Paragraph (b) fill-in: NASA Langley Research Center
- 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA. (FEB 2012)
- 1852.227-14 RIGHTS IN DATA - GENERAL. (APR 2015)
- 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (APR 2015)
- 1852.228-71 AIRCRAFT FLIGHT RISKS. (DEC 1988)
- 1852.228-75 MINIMUM INSURANCE COVERAGE. (JSC & LaRC) (OCT 1988)
- 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)
- 1852.232-80 Submission of Vouchers/Invoices for Payment (APR 2018)
- 1852.232-81 CONTRACT FUNDING. (JUN 1990)



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- 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)
- 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
- 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)
- 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)
- 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)
- 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)
- 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)
- 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION. (APR 2001)
- 1852.243-70 ENGINEERING CHANGE PROPOSALS. (OCT 2001) -- ALTERNATE II (SEP 1990)
- 1852.243-71 SHARED SAVINGS. (MAR 1997)
- 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT PROVIDED EQUIPMENT. (AUG 2015)
ALTERNATE I (AUG 2015)
- 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011) ALTERNATE I (JAN 2011)
- 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2017)
- 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)
- 1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)
- 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (AUG 2015)
- 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE. (JAN 2011)
- 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (JAN 2011)
- 1852.247-71 PROTECTION OF THE FLORIDA MANATEE. (JUL 2015)
- 1852.247-73 BILLS OF LADING. (JUN 2002)

CENTER UNIQUE CLAUSES

Federal Acquisition Regulation (FAR) covers all work at JSC and/or LaRC, unless otherwise noted, clauses with JSC Procurement Instruction (JPI) and Langley are only applicable to the appropriate Center.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST (LaRC 52.227-96) (JUNE 2012)

a) For purposes of this clause, the term “Contractor” shall include the prime contracting entity’s parent, subsidiaries, divisions, and all affiliated companies that are under common control with such entity. In addition, the prime Contractor shall flow down this clause to all subcontractors.

b) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award.

c) During the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest addressed in FAR 9.5. More specifically, the Contracting Officer has determined and identified the following potential conflicts that the Contractor may encounter during performance of this contract.

All three potential OCIs, Unequal Access to Information, Impaired Objectivity, and Biased Ground Rules, have been identified throughout the SOW. Examples include:

Potential Unequal Access to Information Conflict:



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“The Contractor shall provide the appropriate resources to prepare, design, develop, integrate, test and execute projects, and produce required deliverables necessary to provide the researcher with supporting documentation and data (and/or other deliverables, e.g.,) specified.”

Potential Impaired Objectivity and/or Biased Ground Rules Conflict:

“The Contractor shall provide services to ensure the continuing operation and evolutionary improvement of the flight simulation and research aircraft facilities. Such services may include, but are not limited to:

Definition and development of facility upgrades and capabilities, including development of new ground-based and in-flight simulators which may include providing mechanical structural modifications to existing systems and facilities, performing systems structural analyses and conceiving designs for simulator systems/subsystems, and providing the implementation planning, integration and testing for new simulation systems.”

d) Contractor’s Response to knowledge of a potential conflict or conflict or Technical Direction: Within two working days of receipt of a technical direction causing a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report of a potential conflict detailing:

1. The nature of the conflict
2. Plan for avoiding, neutralizing or mitigating the conflict
3. The benefits and risks associated with acceptance of the plan

e) Government Response to a Report of a Potential Conflict: The Contracting Officer will review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

1. The Contractor shall perform consistent with the technical direction
2. The Contractor shall not perform in accordance with the technical direction
3. The Government will modify the technical direction to remove the identified conflict

f) Additional requirements: Any limitations on future contracting resulting from the Contractor’s or its Subcontractor’s performance of the contract requirements are identified in Section H.2, NFS 1852.209-71, Limitation of Future Contracting.

(End of Clause)

H.13 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS.

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural



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Requirements; JPR 8553.1, JSC Environmental Management System Manual; JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process; and NPR 8570.1, Energy Efficiency and Water Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD M12, Environmental and Energy Consuming Product Compliance Reports.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

H.15 ADMINISTRATIVE LEAVE (JSC PROCUREMENT INSTRUCTION FAR 52.242- 94) (SEP 2008)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

Contractor personnel working on-site; and Contractor personnel dedicated to the contract effort who are working off-site within 10 miles of JSC; and unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.



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If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with FAR 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

**H.18 FAR 52.204-91 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (FEB 2007)
(LaRC ONLY)**

Access to the LaRC by non-U.S. citizen employees, including those in lawful permanent resident status, shall be approved in accordance with NPR 1371.2A, "Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged Contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

(End of clause)

**H.28 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (LARC 52.204-91)
(APRIL 2014)**

(1) Applicable Definitions:

Foreign National: Any person who is not a U.S. citizen and who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a) (20) or any person who is not a protected individual as defined by 8 U.S.C. 1324b(a) (3). This also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Lawful Permanent Resident (LPR): A non-U.S. citizen legally permitted to reside and work within the U.S. and issued a Resident Alien Identification (also known as a Green Card). LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export-controlled commodities but must have a work-related "need-to-know" for access. LPRs are



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considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term “Permanent Resident Alien” (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

2) Requirements for Center Access for Foreign Nationals who are not LPRs:

Access to the NASA LaRC by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4, “Identity and Credential Management” and Interim Policy Regarding Foreign National Access Management, dated April 2, 2014, which can be found at <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=1600&s=4>. Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Foreign nationals who are not LPRs must be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved in writing by the International Visitors Coordinator

3) Requirements for Center Access for LPRs:

- a. Visit requests should be submitted directly to the Badge and Pass Office (BPO) using an LF-103. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs are generally expected to be sponsored by the employing contractor.
- b. LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
- c. LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.
- d. Contractor management is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.
- e. No Security Transfer Technology Control Plan (STTCP) is required for LPRs.
- f. LPRs on a work related, “need-to-know” basis are allowed access to export controlled commodities. It is incumbent on the Branch Head or Program Manager to appropriately determine who should have access to export-controlled information. The Security Services Branch and the Center Export Administrator are available for guidance.
- g. LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not to be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
- h. LPRs and non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times.
- i. Violation of security policies by contractor personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor. Additionally, violations may be criminal in nature and are subject to criminal prosecution.

(End of Clause)



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H.29 REQUIREMENTS FOR ACCESS TO NASA LARC (LARC 52.204-92) (AUG 2014)

(a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13, requirements can be found at: <http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at LaRC-RealId@mail.nasa.gov

(b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center. A list of non-compliant forms of state identification can be found in the PDF document titled "REAL ID Enforcement in Brief" located at: <http://www.dhs.gov/publication/real-id-enforcement-brief>

(c) The following alternate forms of identification are accepted for NASA LaRC access:

- (1) Federal employee badges,
- (2) Passports,
- (3) Military identification cards,
- (4) Enhanced Driver's Licenses,
- (5) U.S. Coast Guard Merchant Mariner Card,
- (6) Native American tribal document,
- (7) School identification accompanied by an item from List C (Documents that Establish Employment Authorization) from the "List of the Acceptable Documents" on Form I-9, which can be found at: <http://www.uscis.gov/i-9-central/complete-correct-form-i-9>

(d) Visitors without acceptable identity documents require an escort at all times while on the NASA Langley Research Center.

(End of Clause)

H.30 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LARC 52.211-99) (FEBRUARY 2012)

(a) Inherently Governmental Functions – No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

(b) Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non- personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall



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immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

(c) Identification of Contractor Personnel – All Contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing NASA but rather shall identify themselves as being under contract to

NASA. Additionally, all Contractor workspaces located on NASA LaRC shall be clearly identified.

(d) Marking of Reports – The Contractor shall mark all documents or reports produced under this contract with the Contractor name, contract number, and task order number if applicable.

(End of Clause)

H.31 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (NOVEMBER 2018)

a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.

b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Services Branch.

c) When authorization to possess an Identification Badge no longer exists (e.g., upon termination of employment or expiration of contract):

- (1) The Contractor shall submit a checkout request for the departing Contractor Employee(s) at <https://checkout.arc.nasa.gov>, prior to notifying the Contractor Employee of the employment termination or contract expiration, unless a security threat exists (See Item 2 Below) in which case the checkout may occur immediately following termination;
- (2) If the terminated employee is considered a security threat, the Contractor shall immediately notify the NASA LaRC Security Services Branch and LaRC Chief Information Officer, and submit NAMS closures for AGCY0012 Basic Active Directory Account and all Center or Agency VPN, to suspend the user's physical and logical access to the Center. Center Security Personnel will escort the contractor employee off Center premises immediately;
- (3) The departing Contractor Employee shall surrender the NASA RSA token, NASA Smartcard, Agency Smart Badge, Government-Provided Equipment, and all facility keys to the respective Contractor Supervisor;
- (4) The Contractor shall ensure all Contractor Employees exit the NASA Langley Research Center premises within one (1) hour of termination of employment or at the end of a contractor employee's standard work day upon contract expiration



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(5) The Contractor shall return Contractor employee(s) NASA Identification Badges, Government-Provided equipment, and facility keys to the NASA LaRC Badge and Pass Office and Government-Equipment Points of Contact within two business days of employment termination or contract expiration.

d) All NASA identification badges, and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of Clause)

H.32 ENABLING CLAUSE BETWEEN ALICE CONTRACTOR AND OTHER LANGLEY CONTRACTORS (LaRC 52.215-116) (MARCH 2012)

(a) NASA has entered into the contracts listed below for other support services at Langley Research Center:

Contracts
Center Maintenance, Operations and Engineering (CMOE) with Jacobs Technology
Science, Technology and Research Support Services (STARSS III) Science Systems and Applications, Inc

(b) In the performance of this contract, the Contractor agrees to cooperate with the Contractors or follow-on Contractors for the above listed contracts by: attendance at meetings; sharing technical, schedule, and planning data; providing access to Contractor facilities; allowing observation of technical activities by appropriate Contractor technical personnel; and discussing and coordinating matters related to projects.

(c) The Contractor further agrees to include the above clause in each subcontract over \$250K or 10 percent of prime contract value, whichever is less.

(End of Clause)

H.33 CONTRACTOR EMPLOYEES' PARTICIPATION IN SAFETY & HEALTH AWARENESS EVENTS (LARC 52.223-92) (JUNE 2016)

Langley Research Center (LaRC) safety and health awareness activities (e.g. training, safety events) are designed to develop an effective safety culture and to foster an environment of sharing best practices within the LaRC community of civil service and contractor employees. The Contractor shall participate in these activities when the LaRC Director and/or Safety and Mission Assurance Office (SMAO) Director designates particular safety and health training awareness activities as essential. The contractor shall ensure maximum participation of its employees and its subcontractor employees that perform on the Center, which includes on-site and near-site employees. For planning purposes, the contractor can expect to participate annually in approximately 1 event that will last approximately 8 work hours.

(End of Clause)



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**H.34 REPORTING OF INVOLUNTARY SEPARATIONS AND INCIDENTS INVOLVING WORKPLACE VIOLENCE
(LaRC 52.223-93) (JULY 2015)**

- a) The Contractor and its employees shall comply with LAPD 1600.5, Workplace Violence and Threatening Behavior. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence as defined in LAPD 1600.5.
- b) In accordance with LAPD 1600.5, if the LaRC Workplace Violence and Prevention Program (WVPP) Threat Assessment Team determines it is appropriate for the Contractor to participate in a WVPP Threat Assessment Team meeting, the Contractor shall comply with the request. The Contractor shall report the disposition of any incidents to the LaRC WVPP Threat Assessment Team.
- c) In addition to the conditions set forth in paragraphs (a) and (b) above, the Contractor shall consider any personnel action resulting in the involuntary separation of a contractor employee as a "potential violent situation" and follow the reporting procedures in LAPD 1600.5.
- d) The Contractor shall include these requirements in all subcontracts, however, the subcontractors shall provide reports through the prime Contractor.

(End of Clause)

H.35 LaRC ENVIRONMENTAL MANAGEMENT (LaRC 52.223-94) (JULY 2015)

- (a) Located in the ecologically sensitive Chesapeake Bay watershed, Langley Research Center (LaRC) is committed to fulfilling its mission in a manner that promotes environmental stewardship, sustainability, and continual improvement, while mitigating environmentally driven mission risks. LaRC expects its contractors to support LaRC in fulfilling this commitment.
- (b) The Contractor shall ensure that all onsite activities performed and equipment used to fulfill the requirements of the contract are in compliance with all local, state, and federal environmental laws and regulations; environmental Executive Orders; NASA Policy Directives (NPDs) and Procedural Requirements (NPRs), and LaRC environmental directives (LAPDs) and procedures (LPRs). The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:

NPD 8500.1, NASA Environmental Management

NPR 8553.1, NASA Environmental Management System

NPR 8570.1, NASA Energy Management Program

NPR 8530.1, Affirmative Procurement Program and Plan for Environmentally Preferable Products

LAPD 8500.1, LaRC Environmental and Energy Management

LPR 8500.1, Environmental and Energy Program Manual



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(c) Contractor support of LaRC's Environmental Management System (EMS) pursuant to NPR 8553.1 and LPR 8500.1 includes conducting operations pursuant to these requirements, responding to information requests, and attendance at team meetings (up to 2 one-hour meetings a year)

(d) The Government remains the owner and operator of record for all environmental activities conducted on LaRC owned properties. LaRC's Standard Practice and Environmental Engineering Branch (SPEEB) is the single point of contact with federal, state, or local regulatory agencies and their representatives unless otherwise directed by the Contracting Officer. All on-site Contractor activities and personnel are subject to environmental compliance reviews, investigations, inspections, or similar inquiries which may be conducted by federal, state, or local regulatory agencies or the LaRC SPEEB. The Contractor shall immediately notify the LaRC SPEEB when contacted by external regulatory agency representatives and shall cooperate fully with the LaRC SPEEB in responding to regulatory agency representatives. The Contractor shall complete, maintain, and make available to the Contracting Officer and LaRC SPEEB, all documentation relating to environmental compliance required by law or regulation. As directed by the Contracting Officer, the Contractor will make such documentation available to personnel of regulatory agencies. If a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar notice is received by the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative. The Contractor shall fully cooperate with NASA LaRC in correcting any problems giving rise to any such notices and shall fully cooperate with NASA LaRC personnel in their efforts to resolve any violations so that regulatory assessments of civil fines or penalties are minimized or avoided.

(End of Clause)

H.36 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (MARCH 2012)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists but shall pay applicable taxes that are allowable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor.

Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of Clause)

H.37 TRAVEL OUTSIDE OF THE UNITED STATES (LaRC 52.242-71) (JULY 2015)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.



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(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(d) Contractor employees shall comply with the following while on any foreign travel:

NASA Policy Directive (NPD) 2540.

(1) Personal Use of Government Office Equipment Including Information Technology, with regard to use of Government-provided IT equipment or access to NASA IT systems. Contractor employees shall use only equipment officially approved for use outside of the U.S. for attendance at meetings such as, but not limited to, international business meetings, conferences, and symposia. Only approved and sanitized Information Technology (IT) devices containing NASA information/data including laptops, flash drives, thumb drives, memory sticks, smart phones or personal digital assistants (PDAs) will be authorized to be taken on travel. The contractor employee must ensure that the IT devices remain in their possession at all times while on travel. Any loss, damage, or tampering shall be reported immediately/at the earliest opportunity to the NASA Security Operations Center (SOC) at 877-NASA-SEC (877-627-2732) or soc@nasa.gov. Under no circumstances should Agency laptops (e.g., Agency Consolidated End-User Services (ACES), or non-ACES/Government-furnished equipment (GFE)) or personal computers be used for official business on international trips unless written authorization is first obtained from the Center CIO.

(2) All U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in accordance NFS clause 1852.225- 70, EXPORT LICENSES.

(e) (1) If the contractor travel is to a "Designated Country" included on the listing of current designated countries at <http://oiir.hq.nasa.gov/nasaecp/index.html>, and/or Russia, in accordance with NASA Procedural Requirements (NPR) 1660.1 entitled, NASA Counter Intelligence and Counter Terrorism, contractor employees are required to receive foreign travel briefings prior to official travel and a debriefing once travel is completed. These briefings include information on the threat from foreign intelligence services, the need to protect NASA classified and sensitive information, elicitation techniques and methods, the impact to NASA when classified and/or sensitive information is lost or stolen and any current State Department advisories or warnings regarding the country(ies) to be visited.

(2) Contractor employees traveling to any designated countries, and/or Russia, on official NASA business shall contact the cognizant NASA Center Counterintelligence/Counter Terrorism (CI/CT) office at least two weeks prior to traveling to schedule a personalized foreign travel briefing. Contractor employees shall also schedule a debriefing within one week of returning from travel. The cognizant NASA CI/CT Office can be reached at 757-864-3403 or 757-864-5233. Briefings and debriefings may be done in person or by phone as necessary and no paperwork is required. In addition, if a contractor employee is traveling to a non-designated country on official NASA business, the contractor employee may contact the cognizant NASA CI/CT Office in order to arrange a telephonic or e-mail briefing. For non-official foreign travel, contractor employees are also highly encouraged to contact the cognizant NASA CI/CT Office to arrange a telephonic or e-mail briefing.

(End of Clause)



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H.38 GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) SERVICES (LaRC 52.245-97) (JUNE 2012)

NASA Langley Research Center will furnish all necessary computers and related information technology services that will be connected to the NASA network infrastructure for all on-site contractors. The Agency enterprise service provider will manage the information technology services. The Contractor shall not connect any hardware to the NASA network infrastructure without the permission of Langley Research Center Chief Information Officer (CIO).

For off-site contractors, NASA Langley Research Center will provide the access to appropriate NASA information and information systems via a client-based virtual private network (VPN) where necessary. The VPN system shall be operated and maintained by the Agency enterprise service provider with local oversight provided by the Langley Research Center CIO. Individual system and user access will be dependent upon compliance with NASA policies. Dedicated, site- to-site network connections from the contractor's off-site location to the NASA Langley Research Center network will not be allowed.

(End of Clause)

**H.39 ISO 9001 QUALITY MANAGEMENT SYSTEM COMPLIANCE REQUIREMENTS (COMPLIANT AT AWARD)
(LaRC 52.246-97) (MARCH 2012)**

- (a) The Contractor's quality system shall be compliant with the requirements of the current International Standard ISO 9001, Quality Management Systems Requirements.
- (b) The Contractor's quality system shall remain in compliance with the ISO 9001 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.
- (c) "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(End of clause) (END OF SECTION)

CENTER UNIQUE CLAUSES

NASA FAR Supplement (NFS) clauses and clauses with no Federal regulation clause number designation covers all work at JSC and LaRC. Unless otherwise noted, clauses with JSC Procurement Instruction (JPI) and Langley are only applicable to the appropriate Center.

G.14 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES

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

NPR 1600.1, NASA Security Program Procedural Requirements
NPD 1600.9, NASA Insider Threat Program



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NPD 1600.3, Policy on Prevention of and Response to Workplace Violence

(b) At all times while on Government property, the Contractor, subcontractors, their employees, and agents shall wear badges. These badges will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or designated official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) badge/credentials within IdMAX/NAMS.

(c) Badges will be issued at the following locations: NASA Badging & Visitor Control Office, located in Building 110 at the JSC 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays; the Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays; Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays; and the Main Gate at the WSTF Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/ representatives shall be issued green foreign national badges.

(d) FSOs or DOs needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview and PIV – Requester Module. After completion of the training the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requestor role. Last, submit a change request to be added to the JSC Form (JF) 200, NASA-JSC Contractor Signature Card for the contract/agreement of responsibility. For temporary credentials/badge requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential/badge. The employee will need to present two forms of matching identification to process a temporary badge.

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

(f) The Contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging Office upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Contractor Termination and Return for Future Use Checklist. Failure to comply with the NASA Contractor termination procedures upon completion of the work (e.g., return of badges, government parking placards, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)



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G.16 JSC HAZARDOUS MATERIALS USE.

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supersede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1910.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

G.17 IDENTIFICATION OF EMPLOYEES

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges. These Badges will be issued at the following locations: JSC Badging Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays; the Sonny Carter Training Facility (SCTF) and the Software Development Integration Laboratory (SDIL) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays; Ellington Field, Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays; and the Main Gate at the White Sands Test Facility (WSTF) Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

G.18 EL PASO INTERNATIONAL AIRPORT 10-YEAR FINGERPRINT CRIMINAL HISTORY CHECK

All Contractor employees who require unescorted access to the El Paso International Airport Security Identification Display Area (SIDA) shall submit his/her fingerprints to the United States Office of Personnel Management for a fingerprint-based criminal history record check. The Contractor may contact the El Paso International Airport Badging Office at 915-782-5220 to make an appointment for fingerprinting.

(End of clause)



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G-20 TECHNICAL DIRECTION (LARC 242-70) (JULY 2015)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), who shall be specifically appointed by the Contracting Officer in writing. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract and this task order.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that –

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate task modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is –

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and task and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and task and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of Clause)



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H.17 FOREIGN TRAVEL

For any foreign program travel related to this contract, the Contractor shall comply with NASA Procedural Requirements (NPR) 9710.1, chapter 7 entitled Foreign Travel. The Contractor shall submit all foreign travel requests to the cognizant [Insert Center Acronym or HQs] Foreign Travel Coordinator for review/approval a minimum of four weeks before the planned departure date, so that an electronic country clearance (eCC) can be obtained. The applicable program, project, agreement and/or contract should be referenced in the supporting documentation included with the request. Prior to commencing any official program foreign travel, Contractor employees shall also have successfully completed High Threat Security Overseas Training described in section 7.2 of the NPR.

Information about attending High Threat Security Overseas Training and paperwork required for travel submission can be found by contacting your Center Foreign Travel Coordinator. Travel will not be approved without completion of the required training, receipt of a country clearance, and submittal of any other supporting documentation as described in the NPR. Consult with the Contracting Officer or Foreign Travel Coordinator for additional information regarding review/approval of foreign travel requests.

(End of clause)

H.23 EMERGENCY PREPAREDNESS AND RESPONSE

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

(End of clause)

H.24 NON-GOVERNMENT USE OF FOD CAPABILITIES

(a) The Flight Operations Directorate (FOD) is interested in encouraging creative government/industry partnerships that could help improve and expand NASA's mission and capabilities. In support of this vision in accordance with FAR 52.245-1 and FAR 52.245-9, NASA may allow non-government use of unique capabilities, such as property (real and personal), equipment, software, and technical capabilities by the contractor under this contract. If found appropriate by the Government through the Contracting Officer, the contractor and Government may enter into a Space Act Agreement (SAA) or another appropriate instrument which will outline the benefit the Government will derive from the contractor's non-government use along with the terms and conditions related to the use of FOD capabilities. Following the issuance of the SAA, the Government may require the contractor to prepare a "Non-government Use FOD Capabilities" Plan, consistent with this clause and the SAA, which will further define the responsibilities of the contractor and the Government. The contractor's use of such capabilities for such purposes shall be subject to the terms and conditions of this contract, as well as the terms and conditions outlined in the SAA.

(b) The Government recognizes that the benefit it derives from the contractor's non-government use of designated resources under the SAA is dependent upon the reliability of the contractor's access to the designated resources. The process for the



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Government to withdraw the permission granted for non-government use of the designated resources will be addressed in a specific section of the SAA.

(c) The resources authorized for non-Government use and the terms and conditions for the use of the resources will be described in the SAA. Any dispute associated with this clause and/or the contractor's exercise of its authority for non-governmental use of the designated resources shall be subject to the "Disputes" clause of this contract.

(d) The Government reserves the right to enter into similar use agreements within NASA or with other entities. Such agreements (e.g., Internal Task Agreements, Space Act Agreements) may require contractor support. If contractor support is required in the execution of these other agreements, the contractor shall support these efforts via specific Task Orders. The Government's intent is to avoid interfering with the execution of contractor agreements, therefore, the Government will provide notice before entering into other reimbursable agreements that would interfere with performance of a SAA between the contractor and the Government or any other contractor work.

(End of Clause)

H.24.1 NO COST REIMBURSEMENT OR FEE FOR BUSINESS DEVELOPMENT ASSOCIATED WITH THE NON-GOVERNMENTAL USE OF NASA FACILITIES

(a) The Government will not reimburse, either directly or indirectly, any costs associated with the Contractor's efforts to market, solicit, capture, or otherwise establish agreements with customers for the non-Government use of Government equipment and/or facilities as identified in clause H.12, Non-Government Use of NASA Facilities. Such business development costs are determined to be unallowable in accordance with FAR 31.201-6, Accounting for Unallowable Costs. The contractor pursues business development of the non-Government use of NASA facilities at their own risk.

(b) The Government will neither pay fee nor in any other way incentivize the Contractor's business development efforts for the non-Government use of Government equipment and/or facilities. The contractor pursues business development of the non-Government use of NASA facilities at their own risk.

(c) Upon the approval of an SAA or other agreement for the non-Governmental use of equipment and/or facilities, any annex issued will outline responsibilities, financial obligations, and terms of use. The Contractor shall support these efforts, if required, upon NASA request.

(End of Clause)

H.26 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Mitigation plan. The Organizational Conflict of Interest Mitigation Plan (DRD-M20) and its obligations are hereby incorporated in the contract by reference.

(b) Changes.

(1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.



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(2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms —Contractor and —Contracting Officer shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of clause)

H.27 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

(a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Mitigation plan. If there is a mitigation plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of clause)

(END OF SECTION)