SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING: NA

3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
80GRC026R0002	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY — CODE

NASA Glenn Research Center
21000 Brookpark Road Cleveland OH 44135

8. ADDRESS OFFER TO *(If other than item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 5:00 *(Hour)* local time _____ *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Hunter Butkovic	216	433	3110	hunter.c.butkovic@nasa.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE — FACILITY

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY — CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
Brianna Lindsey	*(Signature of Contracting Officer)*	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR:

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT D)	UNIT PRICE (E)	AMOUNT (F)
CLIN01					TBD
CLIN02					TBD

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

1852.216-74 ESTIMATED COST AND FIXED FEE. (DEC 1991) [APPLICABLE TO CLIN 02]

The estimated cost of this contract is:

Cost	Fee	Total
$TBD	$TBD	$TBD

(End of clause)

1852.216-78 FIRM FIXED PRICE. (DEC 1988) [APPLICABLE TO CLIN 01]

The total firm fixed price of this contract is:

Total
$TBD

(End of clause)

1852.232-81 CONTRACT FUNDING. (JUN 1990) [APPLICABLE TO CLIN 02]

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $TBD. This allotment is for [Insert applicable item number(s), task(s), or work description] TBD and covers the following estimated period of performance: TBD.

(b) An additional amount of $TBD is obligated under this contract for payment of fee.

(End of clause)

CLIN LINE-ITEM NUMBER STRUCTURE

Offeror to provide list of items and/or services to be delivered to the Government. The tasks included in SOW should be linked to the CLIN(s) /SLIN(s) Offeror proposes.

CLIN/SLIN	Associated Task(s)	Price/Cost
CLIN 01	[OFI]	[OFI]
CLIN 02	[OFI]	[OFI]
Total	**[OFI]**	**[OFI]**

(End of clause)

SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work found in Section C.

(End of clause)

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK (SOW)

[Offeror SOW to be inserted]

(End of SOW)

GRC 52.255-90 TECHNICAL DIRECTION. (APR 2016)

(a) Performance of the work under this contract is subject to the technical direction of the Contracting Officer (CO) or the designated Contracting Officer's Representative (COR).

(b) "Technical direction" means a directive to the Contractor that provides clarification of the contract's general description of the scope of work, to include approaches, solutions, designs, refinements or shifts within tasks, or inquiries related to the general tasks and requirements in the statement of work or specifications.

(c) Technical Direction does not include any instruction that—

(1) Constitutes an assignment of additional work outside the statement of work (i.e. "new work";

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total price, any milestone price, or the time required for performance or delivery;

(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.

(6) Changes any performance-based requirement.

(d) All technical direction will be issued in writing by the CO or the designated COR.

(e) The Contractor shall proceed promptly with the performance of technical direction issued by the CO or COR, unless, in the Contractor's opinion, any instruction or direction falls within any of the categories defined in paragraph (c) of this clause. In the latter event, the Contractor shall not proceed but shall within 5 working days notify the CO in writing of the basis for its opinion. Within 30 calendar days of receiving this notification, the CO will either amend the technical direction, request a proposal for an amendment to

the contract or Task Order, advise the Contractor in writing that the technical direction is considered to be within the limits of this clause and that the Contractor should proceed promptly with its performance, or rescind the technical direction in its entirety.

(f) A failure of the Contractor and CO to agree that the instruction or direction is both within the requirements of the contract 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.

(g) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the designated COR shall be at the Contractor's risk.
Emergency Preparedness and Response (November 2015)

(a) 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, in preparation for, or in response to emergencies.

(b) 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.

(c) 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)

(End of Section C)

SECTION D – PACKAGING AND MARKING

1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (DEC 2025) (DEVIATION)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

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

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

National Aeronautics and Space Administration
John H. Glenn Research Center
Shipping/ Receiving SARF Building
21000 Brookpark Road
Cleveland, OH 44135
Email: grc-contracts@mail.nasa.gov

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

(End of Clause)

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM). (APR 1984)

(End of FAR by reference clauses)

GRC 52.246-92 INSPECTION AND ACCEPTANCE. (JAN 1987)

Final inspection and acceptance of all work performed under this contract, including all deliverable items will be performed at destination.

(End of clause)

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.242-15 STOP-WORK ORDER. (AUG 1989) ALTERNATE I (APR 1984) [ALT. I Applicable to CLIN 02**]**

52.247-34 F.O.B. DESTINATION. (JAN 1991)

(End of FAR by reference clauses)

PERIOD OF PERFORMANCE (PoP)

The PoP for this contract is: TBD
Start of PoP: TBD
End of PoP: TBD

(End of clause)

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.227-70 NEW TECHNOLOGY—OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION. (JAN 2026) (DEVIATION)

1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JAN 2026) (DEVIATION)

1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (DEC 2025) (DEVIATION) [Applicable to CLIN 02**]**

1852.245-75 PROPERTY MANAGEMENT CHANGES. (DEC 2025) (DEVIATION)

1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (DEC 2025) (DEVIATION)

(End of NFS by reference clauses)

1852.216-75 PAYMENT OF FIXED FEE. (DEC 2025) (DEVIATION) [Applicable to CLIN 02**]**

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT. (DEC 2025) (DEVIATION)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information Web site at: *https://www.nssc.nasa.gov/vendorpayment.* Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) *Payment requests.*

(1) The payment periods are stipulated in the payment clause(s) contained in this contract.

(2) Vouchers submitted under cost type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) *Vouchers.*

(A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.

(B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.

(C) Indirect rate(s) used to calculate the amount of billed indirect expenses.

(D) Progress reports, as required.

(ii) *Invoices.*

(A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.

(B) Progress reports, as required.

(C) Date goods and services were performed.

(iii) *Fee vouchers.*

(A) Listing of all provisionally-billed fee by period or date earned since contract award.

(B) A reconciliation of all billed and earned fee.

(C) A clear explanation of the fee calculations.

(d) *Non-electronic payment requests.* The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at *https://www.nssc.nasa.gov/vendorpayment,* when any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.

(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) *Other payment clauses.* In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(End of clause)

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (DEC 2025) (DEVIATION)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Industrial Property Officer and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by

October 31st. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31st.

(2) Some activity may be estimated for the month in which the report is submitted, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533) Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(3) In addition to an annual report, if at any time during performance of the contract, NASA-owned property in the custody of the Contractor has a value of $10 million or more, the Contractor shall also submit a report no later than the 21st of each month in accordance with the requirements of paragraph (c)(2) of this clause.

(4) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71, any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1. (JAN 2011)

For performance of work under this contract, the Government will make available

Government property identified below or in Attachment: *Not Applicable* of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245– 1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at TBD and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245–1, the Contractor is accountable for the identified property.

(End of clause)

GRC 52.242-96 NASA CONTRACTOR FINANCIAL REPORTING - SUPPLEMENTAL REQUIREMENTS. (JUN 2021)

(a) The following reporting requirements are associated with those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting. NPR 9501.2 may be accessed through the NODIS Library at https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E

(1) Approved Contract Baseline

(i) Within thirty (30) working days after the contract effective date, the Contractor shall provide a summary page(s) to the Contracting Officer (CO) and Contracting Officer's Representative (COR), showing each reporting category as budgeted on a month-by- month basis for the duration of the work effort (Optional work efforts shall be separately summarized and Fiscal Years shall be subtotaled).

(ii) The corresponding monthly amounts on this summary shall be the amounts appearing in the "Planned" columns (7b and 7d) of each month's NF 533 as reported during the duration of the work effort.

(iii) The following cost categories are required to appear in the "Contract Value" column (9b) of the NF 533. No amounts shall accrue against any cost category not listed herein, unless authorized in writing by the CO (Email is sufficient). Variations in format or organization are authorized, as long as they conform to the contract reporting requirements.

Direct Labor Hours _____
Direct Labor Dollars _____
Labor Overhead/Fringe Dollars _____
Material Dollars _____
Material Overhead Dollars _____
Other Direct Cost Dollars
Travel _____
Freight _____
Equipment _____
Training _____

Subcontract Dollars _____
Other Indirect Dollars _____
G&A Dollars _____
COM Dollars _____
Fee Dollars _____
Total Cost-Plus Fee _____

(iv) In the event of a revision to the work effort, the Contractor shall provide a revised month-by-month summary within 15 working days after the revision is approved.

(2) Monthly and Quarterly NF 533 Reports

(i) The Contractor shall submit the following financial reports:

(A) NF 533M (Monthly Contractor Financial Management Report) Refer to attachment J.1(I1) for template

(B) NF 533Q (Quarterly Contractor Financial Management Report) Refer to attachment J.1(I2) for template

(ii) Upon written request, the CO may authorize an alternative format that provides substantially the same level of detail as the required NF 533(s) but is more compatible with the Contractor's standard accounting/reporting format.

(iii) The report(s) shall be prepared in accordance with the instructions contained in contract clause 1852.242-73 and NPR 9501.2, and on the reverse of the forms. Additionally, any contract requirements identified as Capital Assets have special reporting requirements, which are specified in the "Capital Asset Acquisition" clause of this contract. Column 7b Cost Incurred/Hours Worked During Month Planned and 7d Cost Incurred/Hours Worked Cum. to Date Planned of the NF 533 M represent the negotiated baseline plan plus authorized changes for the contract. There may not be a direct relationship between the estimates provided in section 8 (Estimated Cost/Hours to Complete) of the NF 533 M and columns 7b and 7d. Columns 7b and 7d represent the negotiated baseline plan plus authorized changes, unlike the estimates provided in columns 8a, 8b, and 8c. Data in section 8 should not be simply a restatement of the baseline values.

(iv) The cost categories for the monthly and quarterly reports are the same as those specified in paragraph (a)(1)(iii) above.

(v) The Contractor shall provide a narrative explanation for any variance listed in the table below that exceeds the listed threshold. The explanation shall be provided as a footnote on the NF 533 report page or included in a variance explanation table attached to the NF 533 report and shall be detailed by cost category. The explanation shall include the cause of the variance, its impact on

contract completion within the estimated cost, and the corrective action taken or proposed to be taken by the Contractor.

VARIANCE REPORTING REQUIREMENTS

Title of Variance	Definition	Threshold +/-
Actual vs. Estimated Cost	Any variance at the total contract level between a previous estimated month-specific expenditure and the actual expenditure reported for the same month. For example: The March 533M reported an estimated total contract expenditure for April of $100K, and subsequent April 533M reported actual total contract costs of $88K, which is a variance of 12%	10%
Actual vs. Planned to Date	Any variance at the total contact level between the planned cost to date and the actual cost to date	The lesser of 10% or $100K
Contractor Final Estimate vs. Contract Value	Any variance at the total contract level between the contractor's current final cost estimate and the current contract value.	The lesser of 5% or $100K
	(Additional variance reporting requirements may be added at the discretion of the Contracting Officer)	

(vi) IF THIS IS A TASK ORDER CONTRACT:

(A) The Contractor shall submit one set of monthly reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and monthly reports showing cost detailed by the individual cost categories identified in paragraph (a)(1)(iii) above, for each active Task Order and for the total contract effort.

(B) If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Task Orders under the contract.

(vii) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2. All reports shall include the signature of the Contractor party responsible for the information on the reports.

(viii) Report periods for both the 533M and 533Q and the due date for the 533Q shall be in accordance with the instructions contained in the NPR 9501.2. The due date for the 533M report shall be the earlier of:

(A) 10 working days following the close of the contractor accounting period for the 533M report (or)

(B) 5 working days following the issuance of any voucher or invoice for contract operations cost reimbursement or Fee for the invoice

service period that coincides or corresponds to the accounting period for the 533M report.

(ix) The Contracting Officer reserves the right to reject or short pay any invoice that exceeds a 533 costed amount for that given time period. These invoices shall not be subject to interest payments under the Prompt Payments clause.

(x) The timely submission of the 533M report is important to the success of NASA's mission. To accommodate the close of the NASA government fiscal year on September 30, submission of the 533M report in September is critical and early submission may be required up to two weeks prior to normal submission. Exact date to be communicated by the Contracting Officer.

(xi) Reports shall be submitted electronically in the number of copies, and to the individuals/areas indicated below:

Individual/Area	**No. of Copies E = Electronic H = Hard copy**	**Email Address**
Contracting Officer (CO)	E	TBD
Contracting Officer Representative (COR)	E	TBD
NASA Mailbox	E	GRC-DL-CFO-NF533-Reports@mail.nasa.gov

(xii) Late, Inaccurate, or Incomplete Reports may result in the following penalties:

(A) Payment withheld until compliance is demonstrated,
(B) Negative Contractor Performance Assessment ratings, and/or
(C) Reduction in award fee.

(3) 533 Supplemental Reporting Schedule

(i) The Contractor shall submit the financial reports listed on the 533 Supplemental Reporting Schedule in the format referenced.

(A) GRC 533 Template – The contractor shall submit this template in addition to the reporting listed in Section (2)

(B) GRC Baseline Template – The contractor shall use the baseline template to satisfy the requirements listed above in Section (a)(1)

(ii) The contractor shall contact AFAD for questions when populating these templates.

(b) The following reporting requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting.

(1) Contractor Accounting Calendar

(i) The contractor shall prepare an accounting calendar for the life of the contract (base period plus all option periods).

(ii) The accounting calendar sample will be provided to the contractor after award.

(iii) The accounting calendar shall be submitted electronically to the CO within fifteen (15) working days after the contract effective date.

(End of clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (SEP 2025) (DEVIATION)

1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (AUG 2025) ALTERNATE II (AUG 2025) (DEVIATION)

(End of NFS by reference clauses)

1852.225-70 EXPORT LICENSES. (DEC 2025) (DEVIATION)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT). (MAR 1989)

[Applicable to CLIN 01]

(a) Of the total price of items TBD through TBD, the sum of $TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

Date	Amount(s)

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until __.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further

period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a). This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

1852.235-71 ESSENTIAL PERSONNEL AND FACILITIES. (SEP 2025) (DEVIATION)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor must—

(1) Notify the Contracting Officer reasonably in advance; and

(2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor must make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification must constitute the Contracting Officer's consent required by this clause.

(c) The Contractor must obtain the contracting officer's prior written approval anytime the Contractor plans to continue the research work during a continuous period in excess of 3 months without the participation of an approved principal investigator or project leader.

(d) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule].

(End of clause)

1852.235-74 ADDITIONAL REPORTS OF WORK—RESEARCH AND DEVELOPMENT. (SEP 2025) (DEVIATION)

In addition to the final report required under this contract, the Contractor must submit the following report(s) to the Contracting Officer Representative (COR) via the Contracting Officer:

(a) *Monthly progress reports*. The Contractor must submit separate monthly reports of all work accomplished during each month of contract performance. Reports must be in narrative form, brief, and informal. They must include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) *Quarterly progress reports*. The Contractor must submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) *Submission dates*. Monthly and quarterly reports must be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report must cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report must be submitted within days after the completion of the effort under the contract.

(End of clause)

GRC 1852.235-74 GRC MODIFICATION (1/14) TO NFS 1852.235-74 -- ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (SEP 2025) (DEVIATION)

In addition to the final report required under this contract, the Contractor must submit the following report(s) to the Contracting Officer Representative (COR) via the Contracting Officer:

(a) Monthly progress reports. The Contractor must submit separate monthly reports of all work accomplished during each month of contract performance. Reports must be in narrative form, brief, and informal. They must include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) Report Format. All reports shall follow the format and content requirements described below.

(i) Cover page containing:

(A) Contract number, Task Order Number (if applicable), and title.
(B) The type of report and the period being reported.
(C) Contractor's name, address, and organizational segment generating the report.
(D) Signature of Contractor's cognizant Project Manager (or, if submitted electronically, an unambiguous indicator that the Project Manager has generated/reviewed the report)
(E) Date of issuance.
(F) Inclusion of the following statement: "Prepared for NASA Glenn Research Center, Cleveland, OH 44135."

(ii) Section I -- Technical Progress Summary: A description of the work performed during the report period and the overall technical progress achieved. The current schedule status shall also be addressed in this summary.

(iii) Section II -- Current Problem(s): A description of any current problem(s) which may impede technical, schedule and/or cost performance, along with proposed corrective action(s). Include an explanation of how the problems could affect the cost and schedule of the reporting categories in the financial and schedular reports if applicable, as well as the effects at the total contract level.

(iv) Section III -- Risk Management: Include a list of Significant Open Risks and associated Mitigation Plans. Significant Open Risks are those that have the potential to affect major development milestones & goals, such as a delivery delay, a design-freeze date, a cost ceiling, a safety or health concern, environmental impacts, a technical trade-off decision, etc. Further guidance, if needed, is available in the following Risk Management reference documents, which are available through the NASA Online Directives Information System (NODIS):

(A) NPR 8000.4, "Agency Risk Management Procedural Requirements"
(B) GLPR 8000.1, “Risk Management"

(v) Section IV -- Work Planned: A description of the work to be performed during the next monthly reporting period.

(c) Submission dates. Monthly and quarterly reports must be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report must cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report must be submitted within 30 days after the completion of the effort under the contract.

(End of clause)

GRC 52.235-90 FINAL REPORT - SUPPLEMENTAL REQUIREMENTS. (MAY 2018)

The following requirements are in addition to those stated in the Final Scientific and Technical Reports clause (1852.235-73) of this contract.

(1) In addition to the requirements of NPR 2200.2, Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information, the format and content of the Final Report shall also follow NASA-SP-2015-7602 "NASA Publications Guide for Authors", incorporated herein by reference and made a part hereof. These documents are available at http://www.sti.nasa.gov.

(2) The Contractor shall submit an electronic copy of a DRAFT-FINAL REPORT to the NASA Contracting Officer (CO) within 30 days after completion of the technical effort.

The CO shall submit the electronic copy of the draft-final report to the Contracting Officer's Representative (COR) and review comments from the COR for acceptance or rejection of the report. The COR's review will address technical accuracy, conformance with applicable law, policy and publication standards, and a determination of the availability and distribution of NASA-funded documents containing scientific and technical information (STI), via the Web-based Electronic Document Availability Authorization (E-DAA)/NF-1676B. Acceptance or rejection (in part or in total) of the draft-final report will be accomplished by NASA within thirty (30) days after receipt. Rejected draft-final reports shall be resubmitted within 10 working days for review following correction of the cited deficiency, unless otherwise directed by the NASA CO or NASA COR.

(3) Within thirty (30) calendar days after notification of approval of the Contractor's draft-final report, the Contractor shall distribute the approved Final Report electronically to the CO and COR.

(4) Printing, duplicating, binding and other reproduction required under this contract is subject to the provisions of the Government Printing and Binding Regulations published by the Joint Committee on Printing, Congress of the United States and the clause at NFS 1852.208-81 entitled "Restrictions on Printing and Duplicating".

(5) The Contractor is solely responsible for managing the technical effort, the schedule, and the contract funds to ensure delivery of the Draft-Final Report and the Final Report on time. Failure to deliver the Final Report as scheduled, or a request that additional funding be provided by the government to ensure delivery of the Final Report, may result in a Performance Evaluation of "Unsatisfactory" or a reduction in profit/fee equal to the additional cost associated with delivery of the Final Report, or both.

(6) IF THIS IS A TASK ORDER CONTRACT, the Contractor shall comply with this Final Report requirement for every individual Task Order at the time of Task Order completion. However, the Contractor is not required to provide a comprehensive Final Report for the entire contract.

(End of clause)

IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (Combined Clause)

(a) This clause does not apply to restrictions based solely on copyright.

(b) Consistent with FAR 52.227-15(b), Limited Rights Data and Restricted Computer Software to be delivered in performance of this contract will be identified and listed pursuant to this clause. The Contractor shall not deliver any data in performance of this contract with restrictive or limiting markings unless the data are listed herein or later

identified and certified by the Contractor that such data qualify as Limited Rights Data or Restricted Computer Software in accordance with their respective definitions in FAR 52.227-14(a), as specified in paragraph (c) of this clause.

(c) Pre-Award Identification.

(Start of identification and representation)

The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software, and hereby certifies that the data related thereto and identified below qualify as Limited Rights Data or Restricted Computer Software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest level pertaining to an item, component, or process.
** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.
*** Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's right should be limited or restricted.
**** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).
***** Corporation, individual, or other person, as appropriate.

Date
Printed Name and Title
Signature

(End of identification and representation)

(d) Post-Award Identification. In addition to the representations made within this clause, other representations may be made after award when based on new information or inadvertent omission unless the inadvertent omission would have materially affected the Government's source selection decision, a payment decision, or both. Such identification and representations may be made after award whereby the Contractor shall submit a request to the Contracting Officer as soon as practicable after initial identification in the following format and signed by an official authorized to contractually obligate the Contractor. The Contracting Officer will consider such a request and determine whether or not to accept the request by incorporating it in a contract modification. Such post-award identification shall be made in the following format:

(Start of identification and representation)

Identification and Representation of Limited Rights Data and Restricted Computer Software
The Contractor asserts additional data not previously identified pursuant to the IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE clause and required to fulfill the data delivery requirements qualify as limited rights data or restricted computer software. The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Furthermore, the Contractor represents it has verified such recorded information and hereby certifies that the data identified below qualify as limited rights data or restricted computer software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of technical data asserted as limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest segregable level pertaining to an item, component, or process.
** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.
*** A representation of other data shall be made at a lowest segregable level (i.e., broad descriptions are generally unacceptable due to indefiniteness). Generally, the development data entirely at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be limited or restricted.
**** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).
***** Corporation, individual, or other person, as appropriate.
******Contractor fill-in after award as applicable.

Date
Printed Name and Title
Signature

(End of identification and representation)

(e) If requested by the Contracting Officer, the Contractor shall provide sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in this clause. Such written justification shall include historical documentary evidence that clearly identifies the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Conclusory statements without supporting historical documentary evidence shall constitute a failure to

provide written justification to substantiate the propriety of the markings. Costs and expenses associated with providing sufficient recorded information to justify the validity of limited rights data or restricted computer software are unallowable costs under this contract. The Contractor shall substantiate its limited rights data or restricted computer software assertions at its own expense.

(f) Based on the Contractor's actions or deliberate inaction, an omission regarding failing to identify data or a failure by the Contractor to identify, analyze, or verify data as described in this clause may be deemed as an act in deliberate ignorance or reckless disregard of the truth or falsity of the information. The Contractor may not rely on past or commensurate actions or inactions by the Government regarding data not previously identified to the Government as limited rights data or restricted computer software yet delivered to the Government with restrictive or limiting markings and actually or constructively accepted by the Government.

(g) Subcontracting. If applicable, the Contractor shall obtain from its subcontractors sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in this clause necessary to fulfill the Contractor's obligation in paragraph (e) of this clause.

If a subcontractor refuses to accept terms affording the Contractor to provide such sufficient recorded information to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(End of clause)

(End of Section H)

SECTION I – CONTRACT CLAUSES

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.202-1 DEFINITIONS. (JUN 2020)

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. (JUN 2020)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IPROPER 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. (JUN 2020)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)

52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (SEP 2025) (DEVIATION)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (SEP 2025) (DEVIATION)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (SEP 2025) (DEVIATION)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (DEC 2025) (DEVIATION)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (DEC 2025) (DEVIATION)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (DEC 2025) (DEVIATION)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (DEC 2025) (DEVIATION) ALTERNATE II (DEC 2025) (DEVIATION) [ALT. II Applicable to CLIN 02 and for State and local Governments, education institutions, and other nonprofit organizations.**]**

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (DEC 2025) (DEVIATION)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (DEC 2025) (DEVIATION)

52.216-7 ALLOWABLE COST AND PAYMENT. (DEC 2025) (DEVIATION) ALTERNATE II (DEC 2025) (DEVIATION)

52.216-15 PREDETERMINED INDIRECT COST RATES. (APR 1998)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (FEB 2026) (DEVIATION)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (FEB 2026) (DEVIATION)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (FEB 2026) (DEVIATION)

52.222-3 CONVICT LABOR. (DEC 2025) (DEVIATION)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (DEC 2025) (DEVIATION)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (DEC 2025) (DEVIATION)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (DEC 2025) (DEVIATION)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2025) (DEVIATION)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (DEC 2025) (DEVIATION)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (DEC 2025) (DEVIATION)

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES. (DEC 2025) (DEVIATION)

52.226-7 DRUG-FREE WORKPLACE. (MAY 2024)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (MAY 2024)

52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020) ALTERNATE I (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)

52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR. (MAY 2014) AS MODIFIED BY NFS 1852.227-11 (JAN 2026) (DEVIATION)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS. (MAR 1996)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013) [APPLICABLE TO CLIN 01**]**

52.230-2 COST ACCOUNTING STANDARDS. (SEP 2025) (DEVIATION) [APPLICABLE TO CLIN 02, unless exempt.**]**

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (SEP 2025) (DEVIATION) [APPLICABLE TO CLIN 02, unless exempt**]**

52.230-5 COST ACCOUNTING STANDARDS-EDUCATIONAL INSTITUTION. (SEP

2025) (DEVIATION) [APPLICABLE TO CLIN 02, unless exempt**]**

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (SEP 2025) (DEVIATION) [APPLICABLE TO CLIN 02, unless exempt**]**

52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984) [APPLICABLE TO CLIN 01**]**

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

52.232-17 INTEREST. (MAY 2014)

52.232-20 LIMITATION OF COST. (DEC 2025) (DEVIATION) [APPLICABLE TO CLIN 02**]**

52.232-22 LIMITATION OF FUNDS. (DEC 2025) (DEVIATION) [APPLICABLE TO CLIN 02**]**

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. (OCT 2018)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)

52.233-1 DISPUTES. (DEC 2025) (DEVIATION)

52.233-3 PROTEST AFTER AWARD. (DEC 2025) (DEVIATION) - ALTERNATE I. (DEC 2025) (DEVIATION)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (DEC 2025) (DEVIATION)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984) [APPLICABLE TO CLIN 02**]**

52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (FEB 2026) (DEVIATION) [APPLICABLE TO CLIN 02**]**

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997) [APPLICABLE TO CLIN 02**]**

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-2 CHANGES-COST-REIMBURSEMENT. (JUL 2025) (DEVIATION) ALTERNATE V (JUL 2025) (DEVIATION) [APPLICABLE TO CLIN 02**]**

52.244-2 SUBCONTRACTS. (JUN 2020)

52.244-5 COMPETITION IN SUBCONTRACTING. (AUG 2024)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2025) (DEVIATION)

52.245-1 GOVERNMENT PROPERTY. (SEP 2021)

52.245-9 USE AND CHARGES. (APR 2012)

52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT. (FIXED-PRICE) (APR 2012) [APPLICABLE TO CLIN 01**]**

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS). (AUG 2016)

52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) [APPLICABLE TO CLIN 02**]**

52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984) [APPLICABLE TO CLIN 01**]**

52.249-14 EXCUSABLE DELAYS. (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

(End of FAR by reference clauses)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (SEP 2025) (DEVIATION)

1852.215-84 OMBUDSMAN. (NOV 2023)

1852.216-89 ASSIGNMENT AND RELEASE FORMS. (DEC 2025) (DEVIATION)

1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS. (APR 2015)

1852.219-77 NASA SMALL BUSINESS SUPPLIER DEVELOPMENT PROGRAM. (FEB 2026) (DEVIATION)

1852.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (APR 2015).

1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS. (DEVIATION JAN 2026)

1852.227-84 PATENT RIGHTS CLAUSES. (APR 2015)

1852.228-75 MINIMUM INSURANCE COVERAGE. (SEP 2025) (DEVIATION)

1852.235-70 NASA SCIENTIFIC AND TECHNICAL INFORMATION (STI) COMPLIANCE AND DISTRIBUTION SERVICES. (AUG 2025) (DEVIATION)

1852.237-72 ACCESS TO SENSITIVE INFORMATION. (DEC 2025) (DEVIATION)

1852.237-73 RELEASE OF SENSITIVE INFORMATION. (DEC 2025) (DEVIATION)

(End of NFS by reference clauses)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.227-14 RIGHTS IN DATA—GENERAL. (MAY 2014), as amended by NFS 1852.227-14 (APR 2015), including ALTERNATE II (DEC 2007), AND ALTERNATE III (DEC 2007)

(a) Definitions. As used in this clause—
Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software—
1) Means
    1) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
    2) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

Limited rights data means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

1) Data first produced in the performance of this contract;
2) Form, fit, and function data delivered under this contract;
3) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
4) (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

2) The Contractor shall have the right to—
   1) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
   2) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
   3) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
   4) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

Copyright—

3) Data first produced in the performance of this contract.
   1) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
   2) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).
   3) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce,

prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

4) The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

This work was authored by employees of [TBD] under Contract No. [TBD] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

4) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
    1) Identifies the data; and
    2) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

5) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c) and will include such notices on all reproductions of the data.

Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

6) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
7) As expressly set forth in this contract; or
8) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
9) (i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.
(ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.
(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

Unauthorized marking of data.

10) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

    1) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
    2) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
    3) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification

and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

11) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

12) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

Omitted or incorrect markings.

13) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
14) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
    1) Identifies the data to which the omitted notice is to be applied;
    2) Demonstrates that the omission of the notice was inadvertent;
    3) Establishes that the proposed notice is authorized; and
    4) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

15) If data has been marked with an incorrect notice, the Contracting Officer may—
    1) Permit correction of the notice at the Contractor's expense if the

Contractor identifies the data and demonstrates that the correct notice is authorized; or

2) Correct any incorrect notices.

Protection of limited rights data and restricted computer software.

16) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
    1) Identify the data being withheld; and
    2) Furnish form, fit, and function data instead.

17) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

18) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. TBD (and subcontract TBD, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors

(ii) Evaluation by nongovernment evaluators

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may

require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (DEC 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. TBD (and subcontract TBD ,if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:
Restricted Rights Notice Short Form (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. TBD (and subcontract, if appropriate) with TBD, (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

1) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any NASA Federal Acquisition Regulation (NFS) (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA. (DEC 2025)(DEVIATION)

(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. Contracts 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 contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts. The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

1852.240-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2026) (DEVIATION)

(a) The contractor must protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the contract. Specific implementation requirements will be addressed in the contract data requirements description. For policy information considered sensitive, the documents will be identified as such in the contract and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) Federal Information System (FIS). The term "Federal information system" means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. 11331)

(4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) means a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

(d) Contractors that process, store, or transmit federal information or operate information systems on behalf of the federal government must meet the same security and privacy requirements as federal agencies. The contractor must develop and submit an Information Security Plan when operating a FIS or maintaining or collecting information for the purpose of processing, storing, or transmitting federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) must be in place before any system may operate in the NASA environment. When the contractor does not operate a FIS but receives, process, transmits, or stores NASA information in performance of the contract, the contractor must attest to the ability to secure NASA information within its own IT/information system.

(e) The contractor must afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The contractor must report immediately upon notification any incident involving NASA information on non-federal (contractor) systems.

(f) The contractor must provide the name and contact information for the contractor's IT Security point of contact during phase in of the contract. Contractor employees requiring physical access to NASA facilities or electronic access to NASA systems must complete the NASA Cybersecurity and Privacy Awareness Training.

(g) The contractor must insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

**** Information System Security Plan shall only be required if the Contractor is given NASA CUI Data. Currently under this contract no NASA CUI Data is planned to be provided to the Contractor. However, if during the performance of the contract it becomes necessary to provide the Contractor with NASA CUI Data an Information System Security Plan shall be submitted and approved prior to any NASA CUI Data transmitted to the Contractor.

(End of Section I)

SECTION J – List of Attachments

The following documents are attached hereto and made a part of this Contract:

Attachment 1 - Data Rights Assertions Table (Offeror fill in accordance with Identification and Representation of Limited Rights Data and Restricted Computer Software (Combined Clause))

TBD **Attachment 2** - Organizational Conflicts of Interest Avoidance Plan (Only required if awarded)

TBD **Attachment 3** - Subcontracting Plan (Will be incorporated at award, if required)

(End of Section J)

Model Contract Attachment 1

Data Rights Assertions Table (DRAT) Pre-Award Identification

All Offerors shall adhere to Model Contract Section H Special Clause **IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (Combined Clause)** for fill-in instructions.

Technical Data* or Computer Software to be Furnished with Restrictions**	**Basis for Representation*** **	**Represented Rights Category**** **	**Name of Person Representing Restrictions***** **
[OFI]	[OFI]	[OFI]	[OFI]
[OFI]	[OFI]	[OFI]	[OFI]
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest level pertaining to an item, component, or process.
** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.
*** Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's right should be limited or restricted.
**** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).
***** Corporation, individual, or other person, as appropriate.

Date
Printed Name and Title
Signature