

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.216-80	OCT 1996	TASK ORDERING PROCEDURE
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.225-70	FEB 2000	EXPORT LICENSES
1852.242-72	SEP 1989	Insert: Paragraph (b): Johnson Space Center OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I)
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.246-70	MAR 1997	MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM

(End of Clause)

H.2 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DECEMBER 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of the contractor is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest.

(b) The nature of this conflict is the contractor may be in conflicting roles that might bias the contractor's judgment. By way of illustration and not restriction, these roles may include: investigating mishaps; auditing, overseeing, or inspecting the activities performed under a separate Government contract or subcontract; or acting as contractor or subcontractor on another Government contract that audits, oversees, or inspects the activities performed under this contract.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this or another contract, is required to evaluate its own performance, or those of a competitor, it shall not do so without proper

safeguards (i.e., an approved Conflict of Interests Avoidance Plan), to ensure objectivity to protect the Government's interests;

(2) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(3) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(d) The Contractor is under a continuing obligation throughout performance of this contract to promptly identify all existing and potential conflicts of interest, to notify the Contracting Officer thereof, and to keep its Conflict of Interests Avoidance Plan current. The Contractor shall not proceed with any work involving an actual or potential conflict of interest without obtaining written consent from the Contracting Officer.

(End of Clause)

H.3 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996) (Clause H.3 applies only to Statement of Work 3.0)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 30 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

H.4 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (NFS 1852.228-72) (SEPTEMBER 1993)

- (a) As prescribed by regulation (14 CFR 1266), NASA agreements involving Space Shuttle flights are required to contain broad cross-waivers of liability among the parties and the parties related entities to encourage participation in space exploration, use, and investment. The purpose of this clause is to extend this cross-waiver requirement to Contractors and related entities under their contracts. This cross-waiver of liability shall be broadly construed to achieve the objective of encouraging participation in space activities.
- (b) As used in this clause, the term:
 - (1) "*Contractors*" and "*Subcontractors*" include suppliers of any kind.
 - (2) "*Damage*" means:
 - (i) Bodily injury to, or other impairment of health of, or death of, any person;
 - (ii) Damage to, loss of, or loss of use of any property;
 - (iii) Loss of revenue or profits; or
 - (iv) Other direct, indirect, or consequential damage;
 - (3) "*Party*" means a person or entity that signs an agreement involving a Space Shuttle service;
 - (4) "*Payload*" means all property to be flown or used on or in the Space Shuttle; and

(5) "*Protected Space Operations*" means all Space Shuttle and payload activities on Earth, in outer space, or in transit between Earth and outer space performed in furtherance of an agreement involving Space Shuttle services or performed under this contract. "Protected Space Operations" excludes activities on Earth which are conducted on return from space to develop further a payload's product or process except when such development is for Space Shuttle-related activities necessary to implement an agreement involving Space Shuttle services or to perform this contract. It includes, but is not limited to:

- (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of the Space Shuttle, transfer vehicles, payloads, related support equipment, and facilities and services;
- (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services.

(6) "*Related entity*" means:

- (i) A party's Contractors or subcontractors at any tier;
- (ii) A party's users or customers at any tier; or
- (iii) A Contractor or subcontractor of a party's user or customer at any tier.

(c) (1) The Contractor agrees to a waiver of liability pursuant to which the Contractor waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause based on damage arising out of Protected Space Operations. This waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. This waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict (a term used in civil law countries to denote a class of cases similar to tort) and tort (including negligence of every degree and kind) and contract, against:

- (i) Any party other than the Government;
- (ii) A related entity of any party other than the Government; and
- (iii) The employees of any of the entities identified in (c)(1)(i) and (c)(1)(ii) of this clause.

(2) The Contractor agrees to extend the waiver of liability as set forth in paragraph (c)(1) of this clause to subcontractors at any tier by requiring them, by contract or otherwise, to agree to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(3) For avoidance of doubt, this cross-waiver includes a cross-waiver of liability arising from the Convention on International Liability for Damage Caused by Space Objects, (March 29, 1972, 24 United States Treaties and other International Agreements (U.S.T.) 2389, Treaties and Other International Acts Series (T.I.A.S.) No. 7762 in which the person, entity, or property causing the damage is involved in Protected Space Operations, and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this waiver of liability shall not be applicable to:

- (i) Claims between any party and its related entities or claims between the Government's related entities (e.g., claims between the Government and the Contractor are included within this exception);
 - (ii) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;
 - (iii) Claims for damage caused by willful misconduct; and
 - (iv) Intellectual property claims.
- (5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(End of Clause)

H.5 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (NFS 1852.228-76) (DECEMBER 1994)

- (a) The Intergovernmental Agreement for the Space Station contains a broad cross-waiver provision to encourage participation in the exploration and use of outer space through the Space Station. The purpose of this clause is to extend this cross-waiver requirement to Contractors and subcontractors as related entities of NASA. This cross-waiver of liability shall be broadly construed to achieve this objective of encouraging participation in space activities.
- (b) As used in this clause, the term:
 - (1) "*Damage*" means:
 - (i) Bodily injury to, or other impairment of health of, or death of, any person;
 - (ii) Damage to, loss of, or loss of use of any property;
 - (iii) Loss of revenue or profits; or
 - (iv) Other direct, indirect, or consequential damage.
 - (2) "*Launch Vehicle*" means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.
 - (3) "*Partner State*" means each contracting party for which the "Agreement among the Government of the United States of America, Governments of Member States of the European Space Agency, Government of Japan, and the Government of Canada on Cooperation in the Detailed Design, Development, Operation, and Utilization of the Permanently Manned Civil Space Station" (the "Intergovernmental Agreement") has entered into force, in accordance with Article 25 of the Intergovernmental Agreement, and also includes any future signatories of the Intergovernmental Agreement. It includes the Cooperating Agency of a Partner State. The National Aeronautics and Space Administration (NASA) for the United States, the Canadian Space Agency (CSA) for the Government of Canada, the European Space Agency (ESA) and the Science and Technology Agency of Japan (STA) are the Cooperating Agencies responsible for implementing Space Station cooperation. A Partner State also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan Cooperating Agency in the implementation of that MOU.
 - (4) "*Payload*" means all property to be flown or used on or in a launch vehicle or the Space Station.

(5) "*Protected Space Operations*" means all launch vehicle activities, space station activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space performed in furtherance of the Intergovernmental Agreement or performed under this contract. "Protected Space Operations" also includes all activities related to evolution of the Space Station as provided for in Article 14 of the Intergovernmental Agreement. "Protected Space Operations" excludes activities on Earth which are conducted on return from the Space Station to develop further a payload's product or process except when such development is for Space Station-related activities in implementation of the Intergovernmental Agreement or in performance of this contract. It includes, but is not limited to:

- (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, payloads, related support equipment, and facilities and services;
- (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

(6) "*Related entity*" means:

- (i) A Partner State's Contractors or subcontractors at any tier;
 - (ii) A Partner State's users or customers at any tier; or
 - (iii) A Contractor or subcontractor of a Partner State's user or customer at any tier.
- (7) "Contractors" and "Subcontractors" include suppliers of any kind.

(c) (1) The Contractor agrees to a cross-waiver of liability pursuant to which the Contractor waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause based on damage arising out of Protected Space Operations. This waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict (a term used in civil law countries to denote a class of cases similar to tort) and tort (including negligence of every degree and kind) and contract against:

- (i) Any Partner State other than the United States;
- (ii) A related entity of any Partner State other than the United States; and
- (iii) The employees of any of the entities identified in paragraphs (c)(1)(i) and (ii) of this clause.

(2) The Contractor agrees to extend the waiver of liability as set forth in paragraph (c)(1) of this clause to subcontractors at any tier by requiring them, by contract or otherwise, to agree to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(3) For avoidance of doubt, this cross-waiver includes a cross-waiver of liability arising from the Convention on International Liability for Damage Caused by Space Objects, (March 29, 1972, 24 United States Treaties and other International Agreements (U.S.T.) 2389, Treaties and other International Acts Series (T.I.A.S.) No. 7762) in which the person, entity, or property causing the damage is involved in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between the United States and its related entities or claims between the related entities of any Partner State (e.g., claims between the Government and the Contractor are included within this exception);

(ii) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;

(iii) Claims for damage caused by willful misconduct; and

(iv) Intellectual property claims.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(End of Clause)

H.6 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(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 shall (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 shall 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 shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel, functions and 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.

Function, Facility, or Title	Name as Applicable
TBD	TBD

(End of Clause)

H.7 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal NNJ05064093R dated ___ TBD ___, by reference, with the same force and effect as if it were given in full text.

(End of Clause)

H.8 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (JAN 2003)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service- Disabled, Veteran-Owned Small Business Concern," "Veteran-Owned Small Business Concern," "Women-Owned Small Business

Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value, is 31.5 percent. The small business percentage goal, (31.5 percent), includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns: 16 percent

Woman-Owned Small Business Concerns: 3 percent

HUBZone Small Business Concerns: 1 percent

Veteran-Owned Small Business Concern: 2 percent

Service-Disabled, Veteran-Owned Small Business Concern: 1 percent

HBCU's (includes other minority institutions): 0.5 percent

(End of Clause)

H.9 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91) (MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of Clause)

H.10 PROVIDING FACILITY ITEMS (JSC 52.245-97) (FEB 2003)

The purpose of this clause is to set forth the parties' intent regarding their respective responsibilities for providing facility items under this contract. The parties accordingly agree as follows:

- (a) "Provide", as used in this clause, has the same meaning as set forth in NASA FAR Supplement 1845.301. "Facilities", as used in this clause, has the same meaning as set forth in FAR 45.301.
- (b) The Government shall provide to the contractor the facilities identified in Attachment J-4 for use in performance of this contract.
- (c) The contractor shall replace any of the existing facilities identified in (b) above that reach the end of their useful life during the contract period or which are beyond economical maintenance or repair, if the facilities are still needed for contract performance. Such replacements shall be made with contractor-owned facilities and shall not be a direct charge to the contract.
- (d) The contractor shall not acquire facility items for the Government, unless specifically authorized by the contract or consent has been obtained in writing from the contracting officer pursuant to FAR 45.302-1(a). The contractor agrees to provide all facilities necessary for performance of this contract except as provided in (b) above.

(End of Clause)

H.11 CAPITAL EQUIPMENT

- (a) Introduction. The parties recognize that the Contractor may, from time to time, during the performance of the contract, purchase equipment, for the purpose of performing the work described in Section C. Any such capital equipment is subject to the provisions of this clause. The parties further recognize and agree that any such equipment will be capitalized and depreciated in accordance with the Contractor's established cost accounting practices and procedures, which must be in conformance to any applicable requirements and standards of this contract.
- (b) Contractor Records. The Contractor agrees to maintain complete records of capital equipment which is subject to this clause. Such records shall include date of purchase, purchase price, depreciation schedule, and amount of depreciation recorded from time to time. The Contractor further agrees to make these records available to the Contracting Officer promptly upon the latter's request, along with the Contractor's best estimate of the undepreciated balance of each item of equipment.
- (c) Right to Purchase. At the completion of the contract, and if the Government does not thereafter contract with the Contractor for the performance of the same, or substantially the same services contemplated by this contract, the Contractor will, upon request by the Contracting Officer, transfer title to any equipment identified by the Contracting Officer from the records referenced above, to either (a) the Government, or (b) a successor Contractor.

If a request for transfer of title to the Government is made, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract. Payment of such undepreciated balances will be made no later than 60 days after transfer of title.

If a request for transfer of title to a successor Contractor is made, the Contractor agrees to transfer title to identified capital equipment to the successor Contractor for applicable undepreciated balances, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the parties.

(d) Capital Equipment. The Government may direct the Contractor to loan Contractor Furnished Property that the contractor has purchased to replace GFP on this contract to another Government entity or contractor in support of this contract. The contractor agrees to loan said equipment per a request from the Contracting Officer. The Government will ensure said equipment is returned in an operable state less fair wear and tear. Prior to the Government direction, the contractor will ensure that the loan of equipment does not impact Johnson Space Center operations.

(End of Clause)

H.12 SPECIAL PROVISION FOR CONTRACT CHANGES

The parties agree that notwithstanding the provisions of Changes Clause 52.243-2 Alternate II (Aug 1987) of this contract, no change made pursuant to such Clause shall give rise to an equitable adjustment in the estimated cost, fee, delivery schedule, or any other contract provision when said change causes an increase or decrease of \$100,000 or less in the estimated cost of this contract. Each change shall be controlling in making this determination, and such change shall not, for purposes of determining the applicability of this clause, be added to any other change(s). The parties recognize that several changes may be grouped together in a bilateral contract modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment is in order.

(End of Clause)

H.13 CONTRACT ADJUSTMENT

(a) The purpose of this clause is to set forth the terms and conditions governing adjustments to the estimated cost and fee, if any, to account for growth or shrinkage in the work to be performed.

(b) The Government's objective is to have the Statement of Work performed in the most efficient manner possible, consistent with the furnishing of high quality services. One means of achieving this objective is to minimize changes, and thus reduce or eliminate the administrative costs to both parties that are caused by issuing, pricing, and negotiating changes. The contract adjustment provisions set forth herein are intended to achieve that objective, while at the same time compensating the contractor fairly for the furnishing of services that are within a reasonable range of the baseline work (including metrics) projected to be performed under the contract.

(c) Adjustment Provisions

(1) The elements of the work described in the SOW are in some instances accompanied by "metrics". These data represent the Government's estimates of the level of services required, and are only intended to reflect the amount of activity anticipated for those elements of work. Workload sizing data do not constitute a limitation on the contractor's obligation to perform work in the areas to which they relate.

(2) Workload sizing data define the thresholds which must be met before the performance of work which exceeds or is less than the threshold may become the basis for a contract adjustment. Work performed under the contract which falls within a range

of plus or minus 20 percent of the metrics will not be subject to contract adjustment (unless an adjustment is necessitated by some other provision of this contract). The fact that the contractor has performed work that is 20 percent above the metrics shall not relieve the contractor of its obligation to continue to perform such work to the extent it is required by the Government.

(3) An equitable adjustment (either upwards or downwards) will be made in the contract cost and fee provided for in this contract if the following conditions are met at the end of each performance period of the contract.

(i) The contractor's proposal demonstrates that the cost incurred for the work load sizing data thresholds are in excess of or have not been met in one or more of the metrics by 20 per cent; and

(ii) the net cost increase or decrease of all metrics combined is greater than \$200,000; and

(iii) the contractor demonstrates in its proposal that any increase in cost is attributable to increased effort in excess of the metric threshold(s) and is not reasonably attributable to an overrun of cost incurred on effort within the metric threshold(s) or to cost incurred on other work covered by the Statement of Work.

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the Termination clause of this contract.

(d) The contractor is responsible for: tracking the performance of work in each area which is subject to metrics; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable metrics; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 90 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 90 days of the request.

(End of Clause)

H.14 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) The Contractor shall not subcontract with:

(1) the Russian Aviation and Space Agency (Rosaviakosmos),

(2) any organization or entity under the jurisdiction or control of Rosaviakosmos, or

(3) any other organization, entity, or element of the Government of the Russian Federation, without NASA Contracting Officer Authorization.

(b) "Organization or entity under the jurisdiction or control of Rosaviakosmos" means an organization or entity that

(1) was made part of the Russian Space Agency upon its establishment on February 25, 1992;

(2) was transferred to the Russian Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;

(3) was or is transferred to the Russian Aviation and Space Agency or Russian Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000; or

(4) is a joint stock company in which the Russian Aviation and Space Agency or Russian Space Agency has at any time held controlling interest.

(c) The Contractor shall obtain the contracting officer's permission to subcontract with any Russian entity or with any other non-U. S. entity performing any part of the contract in the Russian Federation. The Contractor shall support such a request with facts (and, if requested, supporting documentation) sufficient to establish to the contracting officer's satisfaction that the entity with which the Contractor seeks permission to subcontract is not an entity described in paragraphs (a) and (b).

(d) The contracting officer may direct the Contractor to provide the information required under paragraph (c) for any other prospective or existing subcontract at any tier. The contracting officer may direct the Contractor to terminate for the convenience of the government any subcontract at any tier with an entity described in paragraphs (a) and (b), subject to an equitable adjustment.

(e) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier.

(End of Clause)

[END OF SECTION]