

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE NNG15498942R	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE 02/12/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Goddard Space Flight Center Procurement Operations Division 8800 Greenbelt Road Greenbelt, MD 20771	CODE 210.M	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. NNG15498942R	<input type="checkbox"/> 9B. DATED (SEE ITEM 11)
			<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this amendment is to revise the RFP accordingly,

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa A. Mullen
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 02/12/2015

1. H.16 is being removed as follows:

FROM:

GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA

- (a) Definitions. As used in this clause-

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

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

- (b) The Government shall furnish to the Contractor the GFCS described below:
 - (1) Any or all computer software provided in performance of this contract.
 - (2) The Government shall furnish related technical data needed for the intended use of the GFCS
- (c) *Use of GFCS and related technical data.* The Contractor shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this contract unless otherwise provided for in this contract or approved by the Contracting Officer.
 - (1) The Contractor shall not, without the express written permission of the Contracting Officer, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this contract.
 - (2) The Contractor shall not modify or enhance the GFCS unless this contract specifically identifies the modifications and enhancements as work to be performed. If the GFCS is modified or enhanced pursuant to this contract, the Contractor shall provide to the Government the complete source code, if any, of the modified or enhanced GGCS.
 - (3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this contract shall be defined by the FAR Rights in Data Clause(s) included in this contract. If no Rights in Data clause is included in the contract, then the FAR Rights in Data-General (FAR 52.227-14) shall apply to all data first produced in performance of this contract.
 - (4) The Contractor may provide the GFCS, and any modified or enhanced versions thereof, to subcontractors as required for the performance of work under this contract. Before release of the GFCS, and any modified or enhanced versions thereof, to such subcontractors (as any tier), the Contractor shall insert, or require the insertion of, this clause, including this paragraph (c)(4), suitably modified to

reflect the relationship of the parties, in all such subcontracts (regardless of tier).

- (d) The Government provides the GFCS in an "AS-IS" condition. The Government makes no warranty with respect to the serviceability and/or suitability of the GFCS for contract performance.
- (e) The Contracting Officer may by written notice, at any time-
 - (1) Increase or decrease the amount of GFCS under this contract;
 - (2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract.
 - (3) Withdraw authority to use the GFCS or related technical data; or
 - (4) Instruct the Contractor to return or dispose of the GFCS and related technical data.
- (f) *Title to or license rights in GFCS.* The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to the Government.
- (g) *Waiver of Claims and Indemnification.* The Contractor agrees to waive any and all claims against the Government and shall indemnify and hold harmless the Government , its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of , or in any way related to , the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by the Contractor or by any person to whom the Contractor has released or disclosed such GFCS or related technical data.
- (h) The terms and conditions of this clause shall flow down to all subcontractor(s), regardless of tier.

(End of clause)

TO:

H.16 RESERVED

- 2. All other terms and conditions of the contract remain unchanged.