

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. <b>106</b>	3. EFFECTIVE DATE <b>See Block 16c</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>NASA JSC White Sands Test Facility Attn: Jennifer Brown/BH5 P.O. Box 20 Las Cruces, New Mexico 88004</b>	CODE <b>JAP</b>	7. ADMINISTERED BY (If other than Item 6) <b>NASA JSC White Sands Test Facility Attn: Jennifer Brown/BH5 P.O. Box 20 Las Cruces, New Mexico 88004</b>	CODE <b>JAP</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
**Jacobs Technology Inc.  
 Attn: Mike Anderson, General Manager  
 12600 NASA Road  
 Las Cruces, NM 88012**

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO. <b>N/A</b>	9B. DATED (SEE ITEM 11)
<b>X</b> 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNJ11HA02C</b>	10B. DATED (SEE ITEM 13) <b>3/01/2011</b>

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  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 ACKNOWLEDGEMENT 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 you 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)  
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	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"/>	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:
<b>X</b>	d. OTHER (Specify type of modification and authority) <b>Bilateral Modification IAW NFS 1852.225-70 – Export Licenses.</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

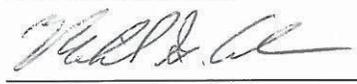
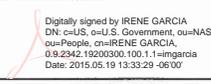
14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**The purpose of this modification is to:**

**1) Update Section H.40 to include H.40.1 Foreign Military Sales (FMS) Exemption 126.6(c)(7).**

**See page 2 for further details. See SPICE for updated sections.**

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) <b>Michael G. Anderson, General Manager/VP</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Irene M. Garcia, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	5C. DATE SIGNED <b>05/15/2015</b>	16B. UNITED STATES OF AMERICA BY <b>IRENE GARCIA</b>  (Signature of Contracting Officer)	16C. DATE SIGNED <b>05/19/2015</b>

**Section H Changes:**

1. Section H.40, Additional Export Control Requirements, has been modified to include language on Foreign Military Sales (FMS) in accordance with exemption 22 CFR 126.6(c)(7) with the Missile Defense Agency (MDA), Japan Ministry of Defense (JMOD), and Mitsubishi Heavy Industries (MHI).
2. Section H.40 of the contract is hereby replaced in its entirety with the revision included as Attachment 1 to this modification.

Attachment:

1. Section H, 5 pages

#### **H.40 ADDITIONAL EXPORT CONTROL REQUIREMENTS**

In addition to the requirements set forth in NFS 1852.225-70 EXPORT LICENSES and NPR 2190.1 NASA Export Control Program, the contractor shall perform the following tasks when they facilitate exports of NASA hardware, software or technical data according to the Export Administration Regulations, International Traffic in Arms Regulations or any other U.S. export control regulations (e.g. Nuclear Regulatory Commission, Drug Enforcement Agency etc.) pursuant to this contract:

1. Provide to the Johnson Space Center (JSC) Export Services Team (EST), in writing, an "Advanced Notification of Export" (ANE) for all program related exports (hardware, software and technical data) where NASA is considered the "U.S. Principal Party in Interest" (USPPI)". The requirements below shall be met by the contractor and its subcontractors, respectively, when accomplishing the following activities:
  - a. Submitting requests for NASA to apply for an export license with the Department of Commerce or Department of State for use under the contract activity in support of the International Space Station Program.
  - b. Submitting notice of the contractor's intent to use Department of Commerce or Department of State export licenses obtained by NASA as they apply to the contract activity in support of the International Space Station Program.
  - c. Submitting notice of the contractor's intent to use any export license exceptions or exemptions as they apply to the contract activity in support of the International Space Station Program.
2. For all program related exports (hardware, software or technical data), submit the equivalent information described below to the Center Export Administrator (CEA) at the geographically closest NASA Space Flight Center (JSC, Marshall Space Flight Center (MSFC) or Kennedy Space Center (KSC)) according to the policies and procedures of that center (check with the cognizant Contracting Officer or CEA). A courtesy copy of equivalent information submitted to MSFC or KSC shall be provided to the JSC CEA's office. Provide copies of shipping documents for shipments made under a NASA Export License, exemption or exception to the appropriate CEA within two weeks after the shipment.
  - a. The contractor shall submit requests for NASA to apply for a license at least 7 months prior to the need date to export. Note that the agencies which approve the licenses can take up to 6 months or more to process them.
  - b. The contractor shall submit an ANE in a formal letter, fax or e-mail (e-mail is preferred), containing the information described below (as applicable), addressed to the CEA's Office in accordance with the submission schedule below. The schedule provides a minimum amount of time

required to process the information, however license requests may take longer than 6 months to process by the controlling agency.

Required Information	License Application	Use of License	Use Exemption/Exception
<b>Submission Schedule</b>	7 months prior to need date	At least 30 days prior to planned export date	At least 30 days prior to planned export date
Description of Commodity (as it appears on the license)	X	X	X
Specific End Use	X		X
1) NASA license number (include date of expiration), International Traffic in Arms Regulation (ITAR) license exemption (e.g. 125.4(b)(3)) or Export Administration Regulation (EAR) exception (e.g. GOV, RPL, TMP, ENC, etc.). *		X	X
2) Quantity and description as it appears on the applicable license.	X	X	X
3) Date of planned export	X	X	X
4) Origin of export (Company and city).	X	X	X
5) Intermediate and Ultimate Consignees, End User (full name and address), and Destination of export (Country, city and company).	X		
6) Point of contact with current phone number and e-mail address (for technical questions – must be a representative of the contractor originating the export).	X	X	X
7) Contractor Point of contact, current e-mail address and phone number for CEA's use to send response	X	X	X
8) Export Classification Control Number (ECCN) under the	X		X

Export Administration Regulations or category under the United States Munitions List regulations			
9) The technical rationale used to support the classification	X		X
10) Requirement to export (i.e., MOU, contract number, meeting minutes). Upon request by the CEA or CO, the contractor shall provide a copy of the requirement within 3 working days	X		X
11) Additional information as necessary to clarify the export	X	X	X
12) A copy of the completed Pro Forma Invoice (JSC Form 1735) or equivalent form/ document attached to an email if prepared for the export	X	X	X
13) A copy of the completed electronically signed JSC Form 1724 (Export Control Request and Approval Worksheet) or equivalent form	X Signed by Civil Servant - Export Rep	X Copy of Signed form	X Signed by Civil Servant - Export Rep
NASA Point of Contact	X		X
Specific End Use	X	X	X

\*\* Additional information is required for these exceptions.

- i. If using RPL, provide the license number, or copy of records confirming export authorization for the item being replaced.
  - ii. If using ENC, provide reference to the manufacturer's record verifying eligibility for ENC (e.g. full internet address (URL), e-mail from manufacturer or copy of Commerce Department communication to manufacturer).
  - iii. If using TMP, provide the expected return date. \*\*
- c. After all the information is submitted, the cognizant CEA's office will respond to the contractor or its subcontractor with a status within ten (10) working days. It is the CEA's goal to provide a notice of approval or other disposition within 10 working days for "Use of License" and "Use of

Exemption/Exception” to the contractor or its subcontractors who are exporting on behalf of NASA. Once approved, NASA will provide the destination control statement to use on all export documentation via e-mail or hardcopy letter.

3. In addition to other applicable export exemptions, the contractor or its subcontractors are authorized to export hardware, software or data to ISS International Partner (IP) governmental offices that meet the conditions of license exception GOV (15 CFR 740.11(b)(2)(iii)(A)).
4. \*\* For temporary exports (TMP), the contractor or its subcontractors shipping on behalf of NASA shall submit written notice to the CEA and CO within five (5) business days of the date that the item was actually returned, along with the incoming documentation.
5. The contractor or its subcontractors shall keep those records required by Department of Commerce and Department of State regulations for all exports and make them available upon request to NASA and its representatives.
6. These requirements do not apply to contractor or subcontractor commercial contract related exports or exports pursuant to Technical Assistance Agreements or other license authorizations received by the contractor or its subcontractors and for which the contractor or its subcontractors will be the USPPI . and/or “exporter of record”.
7. These requirements do not apply to exports for which there is “No License Required” (e.g. EAR99, 9A004 to Canadian International Partners on ISS, etc.).
8. The contractor and its subcontractors shall report to the NASA JSC EST, in writing, any potential export issues (including those related to support of sustaining engineering and operations of ISS) that cannot be resolved by the contractor or its subcontractors, respectively. Such report and/or notification of issues and technical tasks should be reported to the NASA JSC EST at least three (3) months in advance of requested action.
9. Upon discovery of unforeseen adverse export issues, the contractor shall immediately notify NASA JSC EST by telephone with a follow up e-mail or hardcopy letter of said issue and shall report to the NASA JSC EST, in writing, as the facts become known.
10. This clause applies when the contractor or its subcontractors elect to export NASA owned Government Furnished Equipment and Property (GFE, GFP) (including data, software or hardware). In such instances, the contractor or its subcontractors are the USPPI. They shall provide verifiable evidence that a valid export license, exemption or exception has been processed and approved (as applicable). They shall also provide this information for

additional property that is not GFE or GFP that the contractor or its subcontractors elect to include with the GFE and GFP.

#### **H.40.1 Foreign Military Sales (FMS) Exemption 126.6(c)(7)**

1. A contract or subcontract between the U.S. person(s) responsible for providing the defense service and the United States Government (USG) exists that:
  - a. Specifically defines the scope of the defense service to be transferred: Support Missile Defense Agency (MDA) and Japan Ministry of Defense (JMOD) qualification testing of Japan-owned Third Stage Rocket Motors (TSRM)
  - b. Identifies the FMS case identifier: JA-P-FWD
  - c. Identifies the foreign recipients of the defense service: The Japan Ministry of Defense (JMOD) and its contractor Mitsubishi Heavy Industries (MHI)
  - d. Identifies any other U.S. or foreign parties that may be involved and their roles/responsibilities, to the extent known when the contract is executed: N/A
  - e. Provides a specified period of duration in which the defense service may be performed: 11/01/2014 - 04/30/2016

(End of clause)

**[END OF SECTION]**