

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

### 1852.216-78 Firm Fixed Price. (DEC 1988)

The total firm fixed price of this contract is \$\_\_\_\_\_.

(End of clause)

### Deliverables and Payments Schedule

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 incorporated below.

Deliverables & Certifications	Due Date	Amount	Distribution
Initial Invoice & Invoice Certification	1 <sup>st</sup> Day of Award	\$	ProSAMS (Proposal Submissions and Awards Management System)
IT Security Management Plan	Thirty (30) Days Following Award	\$0.00	ProSAMS
Interim Demonstration Report, Invoice & Invoice Certification	Three (3) Months Following Award	\$	ProSAMS
Final Report with last page as the Standard Form (SF) 298, Report Documentation Page; Final Summary Chart; and Final New Technology Summary Report (NTSR)  Final Invoice Certification  <b>Both Final NTSR and New Technology Report (NTR) are required when new technology is developed</b>	End of Contract	\$	Final Report, Final Summary Chart - ProSAMS  Final Invoice Certification – ProSAMS  Final NTSR/NTR – New Technology Transfer System (NTTS) - ( <a href="http://invention.nasa.gov">http://invention.nasa.gov</a> ) or iEDISON ( <a href="https://www.nist.gov/iedison">https://www.nist.gov/iedison</a> ) *See <b>Note Below</b>
Technical and Business Assistance (TABA) Report	End of Contract	Up to \$6,500.00	ProSAMS
Name of Prototype and DD Form 250 (remove DD Form 250 if non-hardware final deliverable such as software, additional reports/data etc.)	End of Contract	\$	Name of Prototype and DD Form 250 – Center’s Receiving Office  Copy of DD Form 250 - ProSAMS
	<b>Total</b>	<b>\$</b>	

**\*Note\*** The New Technology Transfer System (NTTS) is scheduled to transition from the current NTTS (<http://invention.nasa.gov>) to iEDISON (<https://www.nist.gov/iedison>) on January 1<sup>st</sup>, 2025 (Date is subject to change)

(End of text)

## SECTION C – DESCRIPTION/SPECIFICATIONS

The Contractor shall provide the item or services specified in Section B in accordance with the following:

The Contractor's (Solicitation Year) SBIR Phase I proposal number \_\_\_\_\_ entitled, "\_\_\_\_\_" is hereby incorporated into this contract by reference as the Statement of Work. The following documents of said proposal contain proprietary information and shall therefore not be released outside of the Government: The proposal section and budget are incorporated by reference.

(End of text)

## **SECTION D – PACKING AND MARKING**

### **1852.211-70 Packaging, Handling, and Transportation. (SEP 2005)**

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **52.246-9 Inspection of Research and Development (Short Form). (APR 1984)**

#### **1852.246-72 Material Inspection and Receiving Report. (APR 2015)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms shall be prepared and distributed as follows: See Subpart 1.1 Deliverables in "**PART 1 –DELIVERABLES AND REPORTS**"

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

## **SECTION F - DELIVERIES OR PERFORMANCE**

The period of performance of this contract is \_\_\_\_\_

(End of text)

### **52.242-15 Stop-Work Order. (AUG 1989)**

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **1852.227-72 Designation of New Technology Representative and Patent Representative. (APR 2015)**

#### **1852.232-80 Submission of Vouchers/Invoices for Payment. (APR 2018)**

(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 requests. 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/invoices 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)

## **SBIR/STTR SUBMITTALS THROUGH ProSAMS (Proposal Submissions and Awards Management System)**

### **PART 1 –DELIVERABLES AND REPORTS**

#### **1.1 Deliverables**

Deliverables are due in accordance with the Deliverables and Payment Schedule in Section B. DD Form 250 is required for each hard deliverable submitted to the appropriate NASA Center. One signed copy shall be submitted with the deliverable and one copy shall be uploaded to ProSAMS.

(End of text)

#### **1.2 Report Submission**

All reports shall be submitted/uploaded into ProSAMS. Instructions for the electronic submission process are available to contractors on the NASA SBIR home page at <http://sbir.nasa.gov>.

(End of text)

### 1.3 IT Security Management Plan

IT Security Management Plan is due \_\_\_\_\_ which is 30 days from the period of performance start date. See **Attachment 3** for the approved **IT Security Management Plan Template**.

### 1.4 Interim Demonstration Report

(1) At the end of month three (3) of contract performance the Contractor shall submit an interim technical demonstration report of all work accomplished. The report shall be in narrative form, be brief, and informal. This report shall include:

- (i) A quantitative description of work performed during the period;
- (ii) An indication of any current problems, which may impede performance or impact program schedule or cost, and proposed corrective action;
- (iii) A discussion of the work to be performed during the next reporting period;
- (iv) A description of any changes to the planned use of subcontractors since contract award; and
- (v) Estimated percentage of physical completion of the contract.

This report shall be submitted via ProSAMS. Instructions for the electronic submission process are available on the NASA SBIR Home Page at <http://sbir.nasa.gov>.

(2) The Interim Demonstration Report and the Final Report shall be submitted in accordance with the delivery schedule.

(3) The Contractor shall mark all cover pages of reports with the SBIR Rights Notice set forth in clause 52.227-20(d), "Rights in Data -- SBIR Program (DEVIATION 21-02).

(End of text)

### 1.5 Final Report and Final Summary Chart

The Contractor shall submit a Final Report within the period of performance or by the last day of this contract. The report shall be in narrative form documenting and summarizing the results of the entire contract work. The following instructions apply to the final reports and are in addition to the requirements of the NFS 1852.227-11 "Patent Rights-Retention by the Contractor (APR 2015)" clause of this contract.

(i) The final report should indicate in detail the project objectives, work carried out, results obtained, and assessment of technical feasibility. The potential applications of the project results in Phase III both for NASA purposes and for commercial purposes shall also be included.

(ii) In accordance with 1852.235-73(c) "Final Scientific and Technical Reports (DEC 2006)", the last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(iii) The final report shall also serve as the last quarterly demonstration report.

(iv) A final summary chart shall be submitted electronically as a separate final deliverable via ProSAMS. The final summary chart provides a brief description of the research carried out, including the results, and future infusion and/or commercialization plans. Proprietary data shall not be included in the final summary chart. The chart shall be submitted without restriction for NASA publication. See **Attachment 2** to this contract for the Final Summary Chart Template.

(End of text)

## 1.6 Reporting - Export Control

For reports and documents that are export controlled, the below applicable statements (italicized below) shall be included on the front page of the report.

### (i) International Traffic in Arms Regulations (ITAR) Notice

*This item (identification number) falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval from the Department of States Directorate of Defense Trade Controls and/or unless an export, license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.*

### (ii) Export Administration Regulations (EAR) Notice

*This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.*

(End of text)

## 1.7 Reporting - Proprietary Information

Proprietary information constitutes a trade secret, proprietary commercial or financial information, confidential personal information or data affecting the national security. Inclusion of proprietary information is highly discouraged unless it is required for the validity of the report. If it is required, approval to include it in the report shall be granted by the Technical Monitor (TM) and Contracting Officer (CO). The Contractor is required to provide a draft of the report to the TM and CO clearly reflecting what pages contain propriety data before uploading the report into ProSAMS. THE WHOLE REPORT CANNOT BE PROPRIETARY.

\*If your report contains proprietary data, the following legend (italicized below) should be included on the cover page of the report:

*This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, "Access to Sensitive Information". Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained on pages [insert page numbers or other identification of pages].*

\*\*Each individual page of sensitive information the contractor wishes to restrict must have the below legend (italicized below) affixed to the footer of the page:

*Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.*

(End of text)

## 1.8 New Technology Reporting

As noted in **Section B, Deliverables and Payment Schedule**, the New Technology Transfer System (NTTS) is scheduled to transition from the current NTTS (<http://invention.nasa.gov>) to iEDISON (<https://www.nist.gov/iedison>) on January 1<sup>st</sup>, 2025 (Date is subject to change).

### (i) New Technology Report (NTR)

In accordance with FAR Clause 52.227-11(c) and NFS Clause 1852.227-11(5), the contractor is required to disclose subject inventions and when new technology is developed. A final disclosure is required at the end of the performance period of the contract when new technology is developed. Additional information can be viewed at <http://invention.nasa.gov> or iEDISON (<https://www.nist.gov/iedison>).

The NTR shall be submitted to the NTTS (<http://invention.nasa.gov>) or iEDISON (<https://www.nist.gov/iedison>).

### (ii) New Technology Summary Report (NTSR)

A signed Final New Technology Summary Report (NTSR) is due at the end of the performance period of the contract. Additional information can be viewed at <http://invention.nasa.gov> or iEDISON (<https://www.nist.gov/iedison>).

The NTSR shall be submitted to the NTTS (<http://invention.nasa.gov>) or iEDISON (<https://www.nist.gov/iedison>).

### (iii) Patent and New Technology Reporting shall be submitted in accordance with FAR 52.227-11(c) and, NFS 1852.227-11(5).

### (iv) New Technology Certification of Compliance

**THIS IS NOT A CONTRACTUAL DELIVERABLE.** The certification of compliance is a requirement of the NASA New Technology Office. After submission of your required new technology reporting, it will be reviewed by a representative of that office for compliance. Your firm is required to submit the correct report(s). After review and acceptance of the correct report(s), the new technology representative will issue a certification of compliance of the reporting requirement. \*Note\* Issuance of the New Technology Certification of Compliance is a requirement for NASA to complete final invoice payment (see Part 2.3 below for additional details)

(End of text)

## PART 2 – INVOICES & CERTIFICATIONS

### 2.1 Invoices

Contractor shall submit proper invoices via IPP as prescribed by NFS 1852.232-80, “Submission of Vouchers/Invoices for Payment (APRIL 2018)” and in accordance with the contract payment schedule in Section B. For the invoice, no copies are required. No other copies shall be sent to the NSSC, the Contracting Officer, Finance Office, or the Technical Monitor (TM). Failure to follow the requirements stipulated herein will delay payment.

Along with the invoice, the contractor shall complete the pre-set invoice certification in ProSAMS as reflected in NFS 1852.219-85 “Conditions for Final Payment – SBIR and STTR Contracts (OCT 2006)”.

(End of text)

## **2.2 Invoice Certification**

As a condition for payment under this contract, invoice certifications shall be completed for each individual invoice. The certification is pre-set in ProSAMS and it shall be completed before uploading each invoice in IPP. After completion of the pre-set certification, a link will pop-up to allow you to complete your invoice in IPP.

The contractor is required to indicate “Not Applicable” or “NA” for statements that are not applicable to the contract. The contractor shall accurately complete the certification in its entirety

(End of text)

## **2.3 Life Cycle Certification**

All SBIR Phase I Contractors shall complete the life cycle certifications at the end of the contract period of performance. The certifications shall be completed by the Contractor via ProSAMS unless otherwise authorized or directed by the CO.

(End of text)

## **2.4 Advance Payments**

Payments of the first and second invoices are considered Advance Payments. For the purpose of the Advance Payments clause, the contractor must comply with all material requirements of the contract before advance payments can be released. Material requirements include submittal of all required deliverables along with the IT Security Management Plan, the Interim Demonstration Report, proper invoices and invoice certifications.

(End of text)

## **2.5 Final Payments**

The final invoice payment is based upon successful performance of all requirements of the contract. Successful performance is defined by receipt and acceptance of each deliverable by the TM. For NTSR and NTR requirements, successful performance is defined by the receipt, acceptance and issuance of a Certification of Compliance by the NASA/Center New Technology Office with concurrence from the Patent Representative (reference: NFS 1827.305 (e), “Administration of the Patent Rights Clauses”). Any payment may be withheld if the required deliverables have not been submitted and accepted by the TM and until all required approvals and certifications are received.

(End of text)

# **PART 3 – LATE DELIVERABLES AND EXTENSIONS, REQUEST FOR PROPOSAL, PHASE II FOLLOW-ON CONTRACT AND DATA RIGHTS**

## **3.1 Late Deliverables**

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall notify the CO and TM immediately, in writing, giving pertinent details, including the date by which it expects to make delivery; provided, however, that this does not constitute a waiver by the Government or approval of a contract delivery schedule. The Contractor has the opportunity to request an extension with a justification and proposed consideration. Timeliness will be part of the past performance evaluation. NASA expects the Contractor to meet its contractual obligations by staying on schedule.

(End of text)

## **3.2 Extension Request**

Extensions to the end of contract date are not normally authorized on Phase I contracts because all the deliverables as well as the Phase II proposal are due the last day of the original period of performance. However, if an extension is warranted, the firm will have to provide justification for the extension and an acceptable consideration in exchange for the extension. Also, the firm must request an extension at least 30 days prior to the contract period of performance end date. Only a 30-day extension to submit final deliverables will be considered, however this does not guarantee that your proposal will be evaluated since the Phase II proposal would still be due at the last day of the original period of performance.

(End of text)

### **3.3 Request for Proposal for Phase II Follow-on Contract**

(a) This Phase I contract serves as a request for proposal for an SBIR Phase II follow-on contract except: (i) when NASA notifies the contractor that the area or topic of research is no longer suitably high enough within the Agency's research priorities; or (ii) when NASA notifies the contractor that the Phase I research results are not worthy of continuation. Submission of a Phase II proposal is strictly voluntary, and NASA assumes no responsibility for proposal preparation costs. Phase II proposals are due at the end of the Phase I contract. If interested in competing for a Phase II award, THE PHASE II PROPOSALS SHALL BE RECEIVED BY THE GOVERNMENT NO LATER THAN 5:00 P.M. EASTERN TIME (ET) ON THE LAST DAY OF THE PHASE I CONTRACT ORIGINAL PERIOD OF PERFORMANCE END DATE. LATE AND INCOMPLETE PROPOSALS MAY BE ELIMINATED FROM FURTHER CONSIDERATION FOR PHASE II AWARDS.

(b) Guidance for submitting a Phase II proposal will be in the FY2024 NASA SBIR Phase II Solicitation. The NASA SBIR/STTR program will notify your Business Official via email on how to access the Phase II solicitation. This email will be provided 6 weeks before the end of the original period of performance for your contract. In addition, the SBIR/STTR program plans to provide a link to the Phase II solicitation on the NASA SBIR home page.

(End of text)

### **3.4 Data Rights**

For purposes of section (d) of FAR 52.227-20 as set forth in and incorporated into this contract, the protection period shall be twenty (20) years from the date of award of this contract. All other terms, conditions, rights and responsibilities of the parties as set forth in FAR 52.227-20 remain unchanged and unaffected by this clause.

(End of text)

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **1852.235-73 Final Scientific and Technical Reports. (DEC 2006) – Alternate III (JAN 2005)**

### **1852.225-70 Export Licenses (FEB 2000)**

(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 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 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 on clause)

**1852.235-71 Key Personnel and Facilities. (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 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.

**See personnel and facilities listed in proposal incorporated by reference in this contract along with any revisions and Attachment 1: Distribution List.**

(End of clause)

**1852.235-74 Additional Reports of Work - Research and Development. (FEB 2003)**

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

(a) **Interim Demonstration Reports.** The Contractor shall submit an interim report of all work accomplished during period to be reported. 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.

(b) **Submission dates.** All Interim reports shall be submitted by the date listed on the delivery schedule. The final report shall be submitted **the last day** of the performance period of the contract.

(End of clause)

**SECTION 508 COMPLIANCE**

- a) The Workforce Investment Act of 1998 amended section 508 of the Rehabilitation Act of 1973 (as prescribed in FAR 39.201) to require that:

(1) When developing, procuring, maintaining, or using Electronic and Information Technology (EIT), agencies must ensure that employees with disabilities have access to and use of information and data that is comparable to that for other employees; and

(2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to that for members of the public without disabilities.

- (b) Section 508 standards should be taken into consideration in the design of prototypes. Failure to meet

Section 508 standards will impact the Government's ability to make future purchases of the technology developed under this contract. Information regarding Section 508 standards can be obtained at <https://www.access-board.gov/ict/>.

(End of clause)

## **SECTION I – CONTRACT CLAUSES**

### **CLAUSES INCORPORATED BY REFERENCE**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)**

**52.204-13 System for Award Management Maintenance. (OCT 2018)**

**52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)**

**52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)**

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

**52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)**

**52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)**

**52.213-4 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Products and Commercial Services). (MAY 2024)**

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020)**

**52.219-28 Post-Award Small Business Program Representation. (FEB 2024)**

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-21 Prohibition of Segregated Facilities (Apr 2015)**

**52.222-26 Equal Opportunity (SEPT 2016)**

**52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)**

**52.222-50 Combating Trafficking in Persons. (NOV 2021)**

**52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (MAY 2024)**

**52.225-1 Buy American-Supplies (OCT 2022)**

**52.225-13 Restrictions on certain foreign purchases (FEB 2021)**

**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 (APR 2015).**

**52.229-3 Federal, State, and Local Taxes. (FEB 2013)**

**52.232-2 Payments under Fixed-Price Research and Development Contracts. (APR 1984)**

**52.232-9 Limitation on Withholding of Payments. (APR 1984)**

**52.232-23 Assignment of Claims. (MAY 2014)**

**52.232-25 Prompt payment. (JAN 2017)**

**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. (MAY 2014)**

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate V (APR 1984)**

**52.244-6 Subcontracts for Commercial Products and Commercial Services. (FEB 2024)**

**52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**

**52.249-9 Default (Fixed-Price Research and Development). (APR 1984)**

**52.253-1 Computer Generated Forms (JAN 1991)**

**1852.203-71 Requirement to inform employees of whistleblower rights (JUL 2023)**

**1852.204-76 Security requirements for unclassified information technology resources. (DEVIATION 21-01A) (MAY 2024)**

**1852.215-84 Ombudsman. (NOV 2023)**

**1852.219-80 Limitation on Subcontracting - SBIR Phase I Program. (OCT 2006)**

**1852.235-70 Center for AeroSpace Information. (DEC 2006)**

**1852.237-72 Access to Sensitive Information. (JUN 2005)**

**1852.237-73 Release of Sensitive Information. (JUN 2005)**

#### **CLAUSES INCORPORATED BY FULL TEXT**

**52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023)**

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President or designated jointly

by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition. (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement. (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.
- (End of clause)

**52.227-20 Rights in Data--SBIR Program. (MAY 2014) (DEVIATION 21-02, September 14, 2021; as prescribed under NFS 1827.409)**

- (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 (i) 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

(ii) 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.

- (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 data* means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

*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.

*SBIR data* means data first produced by a Contractor that is a small business concern in performance of a small business innovation research contract issued under the authority of [15 U.S.C. 638](#), which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the Contractor or are not already available to the Government.

*SBIR rights* means the rights in SBIR data set forth in the SBIR Rights Notice of paragraph (d) of this clause.

*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 right 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 whatsoever, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

(i) Data specifically identified in this contract as data to be delivered without restriction;

(ii) Form, fit, and function data delivered under this contract;

(iii) 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

(iv) All other data delivered under this contract unless provided otherwise for SBIR data in accordance with paragraph (d) of this clause or for limited rights data or restricted computer software in accordance with paragraph (f) of this clause.

(2) The Contractor shall have the right to -

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Protect SBIR rights in SBIR data delivered under this contract in the manner and to the extent provided in paragraph (d) of this clause;

(iii) Substantiate use of, add, or correct SBIR rights or copyright notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and

(iv) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (f) of this clause.



(c) *Copyright* - (1) *Data first produced in the performance of this contract.* (i) Except as otherwise specifically provided in this contract, the Contractor may assert copyright subsisting in any data first produced in the performance of this contract.

(ii) When asserting copyright, the Contractor shall affix the applicable copyright notice of [17 U.S.C. 401](#) or [402](#) and an acknowledgment of Government sponsorship (including contract number).

(iii) 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 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, by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data that are not first produced in the performance of this contract unless the Contractor (i) identifies such data and (ii) 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.

(3) *Removal of copyright notices.* The Government will not remove any copyright notices placed on data pursuant to this [paragraph \(c\)](#), and will include such notices on all reproductions of the data.

(d) *Rights to and marking of SBIR data.* (1) The Contractor is authorized to affix the following “SBIR Rights Notice” to SBIR data delivered under this contract and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

**SBIR RIGHTS NOTICE (DEVIATION 21-02, September 14, 2021)**

These SBIR data are furnished with SBIR rights under Contract No. \_\_\_\_\_, date of award \_\_\_\_\_, (and subcontract \_\_\_\_\_, if appropriate). For a period of 20 years, starting from the date of award, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, unless specifically permitted elsewhere in the contract except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the SBIR protection period ends, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This notice shall be affixed to any reproductions of these data, in whole or in part.

**(End of notice)**

(2) The Government’s sole obligation with respect to any SBIR data shall be as set forth in this [paragraph \(d\)](#).

*Omitted or incorrect markings.* (1) Data delivered to the Government without any notice authorized by paragraph (d) of this clause shall be deemed to have been furnished with unlimited rights. The Government assumes no liability for the disclosure, use, or reproduction of such data.

(2) 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, and the Contracting Officer may agree to do so if the Contractor –

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If the data has been marked with an incorrect notice, the Contracting Officer may –

(i) 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

(ii) Correct any incorrect notices.

(f) *Protection of limited rights data and restricted computer software.* The Contractor may withhold from delivery qualifying limited rights data and restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall identify the data being withheld, and furnish form, fit, and function data instead.

(g) *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 not proceed with the subcontract award without further authorization in writing from the Contracting Officer.

(h) *Relationship to patents.* 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): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html> . For NASA FAR Supplement (NFS) clauses, see <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 18) 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 FAR Supplement (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)

#### **1852.219-83 Limitation of the Principal Investigator - SBIR Program. (OCT 2006)**

The primary employment of the principal investigator (PI) shall be with the small business concern (SBC)/Contractor during the conduct of this contract. Primary employment means that more than one-half of the principal investigator's time is spent in the employ of the SBC/Contractor. This precludes full-time employment with another organization. Deviations from these requirements must be approved in advance and in writing by the Contracting Officer and are not subject to a change in the firm-fixed price of the contract. The PI for this contract is listed in the proposal incorporated by reference and Attachment 1, Distribution List.

(End of clause)

**1852.219-85 Conditions for Final Payment - SBIR and STTR Contracts. (OCT 2006)**

As a condition for final payment under this contract, the Contractor shall provide the following certifications as part of its final payment invoice request:

During performance of this contract -

1. Essentially equivalent work performed under this contract has not been proposed for funding to another Federal agency;
2. No other Federal funding award has been received for essentially equivalent work performed under this contract;
3. Deliverable items submitted under this contract have not been submitted as deliverable items under another Federal funding award;
4. For SBIR contracts: The subcontracting limitation set forth in this contract was not exceeded except as approved in writing by the Contracting Officer on (insert date of approval or modification number.);
5. For STTR contracts: The subcontracting limitation set forth in this contract was not exceeded;
6. For SBIR contracts: The primary employment of the principal investigator (PI) identified in this SBIR contract was with the Contractor, except as approved in writing by the Contracting Officer on (insert date of approval or modification number.); and
7. For STTR contracts: The primary employment of the principal investigator (PI) identified in this STTR contract was the SBC/Contractor or the research institution (RI). The PI identified in the STTR contract was considered key in the performance of this contract. The SBC/Contractor whether or not the employer of the PI, did exercise primary management direction and control over the PI and was overall responsible for the PI's performance under this contract. Any substitutions of this individual were approved in writing by the Contracting Officer on (insert date of approval or modification number.).

I understand that the willful provision of false information or concealing a material fact in this representation is a criminal offense under Title 18 USC, Section 1001, False Statements, as well as Title 18 USC, Section 287, False Claims.

(End of clause)

**1852.225-71 Restriction on Funding Activity with China (DEVIATION 12-01A) (FEB 2012)**

(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)

**52.232-12 ADVANCE PAYMENTS. (MAY 2001) AS MODIFIED BY NFS 1852.232-70 ALTERNATE IV (APR 1984) Alternate V (MAY 2001)**

(a) Requirements for payment. Advance payments will be made under this contract upon receipt of invoices from the Contractor. Invoices should be clearly marked "Small Business Innovation Research Contract" or "Small Business Technology Transfer Contract," as appropriate, to expedite payment processing. One-third of the total contract price will be available to be advanced to the contractor immediately after award, another one-third will be advanced three months after award, and the final one-third will be paid upon acceptance by NASA of the Contractor's final report. By law, full payment must be made no later than 12 months after the date that contract requirements are completed. The Contractor shall flow down the terms of this clause to any subcontractor requiring advance payments.

(b) Use of funds. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, indirect costs, or such other costs approved in writing by the administering contracting office. Payments are subject to any restrictions in other clauses of this contract. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation, other applicable regulations referenced in Part 31, or Subpart 1831.2.

(c) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.

(d) Maximum payment. Unliquidated advance payments shall not exceed total of all advance payments disbursed at any time outstanding. In addition, when the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed 66 percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated price listed on the SF26 less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed an amount not higher than 10% of the stated contract value on the SF26. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(e) No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor. Interest. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate in paragraph (e)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge—

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or

termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors, for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(f) No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor. Lien on property under contract. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—

- (i) The termination inventory is sold or retained; and
- (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(g) Insurance. (1) The Contractor shall maintain with responsible insurance carriers—

- (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
- (ii) Adequate insurance against liability on account of damage to persons or property; and
- (iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—

- (i) Maintain this insurance;
- (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (f) of this clause; and
- (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(h) Default. (1) If any of the following events occur, the Government may, by written notice to the Contractor, withhold further payments on this contract:

- (i) Termination of this contract for a fault of the Contractor.

- (ii) A finding by the administering office that the Contractor has failed to—
    - (A) Observe any of the conditions of the advance payment terms;
    - (B) Comply with any material term of this contract;
    - (C) Make progress or maintain a financial condition adequate for performance of this contract;
    - (D) Limit inventory allocated to this contract to reasonable requirements; or
    - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
  - (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
  - (iv) The commission of an act of bankruptcy.
- (2) If any of the events described in paragraph (h)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
- (i) Charge interest, in the manner prescribed in paragraph (e) of this clause, on outstanding advance payments during the period of any event described in paragraph (h)(1) of this clause.
  - (ii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
  - (iii) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in paragraphs (h)(1) and (h)(2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (i) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (j) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements, together with Standard Form 425, Federal Financial Report and, (2) if requested, other information concerning the operation of the contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (k) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (l) Representations. The Contractor represents the following:
- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
  - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
  - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
  - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
  - (5) The Contractor has the power to enter into this contract and accept advance payments and has taken all necessary action to authorize the acceptance under the terms of this contract.
  - (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
  - (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(m) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—

- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or Governmental authority, except direct obligations of the United States;
- (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office, accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government, or employ any person at a rate of compensation over what was stated in the approved budget;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding the amount of total of all advance payments disbursed;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than the amount of the total of all advance payments disbursed; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

(End of clause)

## SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### LIST OF ATTACHMENTS

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

Number	Attachment	Date of Attachment	Number of Pages
1	Distribution List	August 2024	1
2	Final Summary Chart Template	August 2024	1
3	IT Security Management Plan Template	August 2024	3
4	Applicable Document List (ADL)	August 2024	1

(End of text)