

CONTRACT FORM

SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

1852.215-84 Ombudsman. (NOV 2023)

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 | Due Date | Amount | Distribution |
|---|---|---------------|---|
| Initial Summary Chart | Fifteen (15) Days Following Award | \$50,000.00 | ProSAMS (Proposal Submissions and Awards Management System) |
| IT Security Management Plan | Thirty (30) Days Following Award | N/A | ProSAMS |
| Quarterly Demonstration Report #1 | Three (3) Months Following Award | \$0.00 | ProSAMS |
| Quarterly Demonstration Report #2 | Six (6) Months Following Award | \$0.00 | ProSAMS |
| Quarterly Demonstration Report #3 | Nine (9) Months Following Award | \$0.00 | ProSAMS |
| Interim Summary Chart | Twelve (12) Months Following Award | \$10,000.00 | ProSAMS |
| Demonstration Report #4 | Twelve (12) Months Following Award | \$0.00 | ProSAMS |
| Virtual Site Visit (VSV) | Twelve (12) Months Following Award | N/A | ProSAMS |
| Technical and Business Assistance (TAB A) | Between 30 days after award and end of first year | \$0.00 | ProSAMS |
| Quarterly Demonstration Report #5 | Fifteen (15) Months Following Award | \$0.00 | ProSAMS |
| Quarterly Demonstration Report #6 | Eighteen (18) Months Following Award | \$0.00 | ProSAMS |
| Quarterly Demonstration Report #7 | Twenty-One (21) Months Following Award | \$0.00 | ProSAMS |
| Technical and Business Assistance (TAB A) | Between 30 days after year two start date and End of Contract | \$0.00 | ProSAMS |
| Final Report with last page as the Standard Form (SF) 298, Report Documentation Page; Final Summary Chart | End of Contract | \$0.00 | Final Report and Final Summary Chart – 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 | \$0.00 | Name of Prototype and DD Form 250 – Center’s Receiving Office Copy of DD Form 250 - ProSAMS |
| Total | | \$0.00 | |

New Technology Reporting *See Note Below*

| | Due Date | Amount | Distribution |
|--|------------------------------------|---------------|---|
| Interim New Technology Summary Report (NTSR) Both NTSR and New Technology Report (NTR) are required when new technology is developed | Twelve (12) Months Following Award | \$0.00 | NTSR/NTR – New Technology Transfer System (NTTS) - (http://invention.nasa.gov) or iEDISON (https://www.nist.gov/iedison) |
| Final New Technology Summary Report (NTSR) Both Final NTSR and New Technology Report (NTR) are required when new technology is developed | End of Contract | \$0.00 | Final NTSR/NTR – New Technology Transfer System (NTTS) - (http://invention.nasa.gov) or iEDISON (https://www.nist.gov/iedison) |

Note The requirement for delivery of the Interim and Final NTSR/NTR is pending subject review from the NASA Office of Procurement (OP). NASA will notify recipient if these items are determined to no longer be a contract deliverable.

(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 2024 – STTR Phase II proposal number _____ entitled “_____” is hereby incorporated as negotiated 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.

(End of text)

SECTION D – PACKING AND MARKING

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

SECTION E – INSPECTION AND ACCEPTANCE

52.246-2 Inspection of Supplies-Fixed-Price. (AUG 1996) (DELETE IF NO GFP)

52.246-4 Inspection of Services-Fixed-Price. (AUG 1996) (DELETE IF NO GFP)

52.246-7 Inspection of Research and Development - Fixed-Price. (AUG 1996)

52.246-16 Responsibility for Supplies. (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 _____ months from effective date of the contract.

(End of text)

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

52.247-34 F.o.b. Destination. (JAN 1991)

SECTION G – CONTRACT ADMINISTRATION DATA

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

1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)

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

Date Amounts

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

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

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

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

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

funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

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

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

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

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

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

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

(End of clause)

1852.232-80 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 **DELIVERY AND PAYMENT SCHEDULE** in Section B. A 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 the ProSAMS.

(End of text)

1.2 Report Submission

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

1.3 Summary Chart

- i. The *Initial Summary Chart* deliverable due within fifteen days after the effective date, is the first step in developing the *Summary Chart* tool NASA will use to assist the contractor with post-Phase II funding opportunities within NASA. The deliverable shall address the following items:
 - Technical abstract
 - Summary of technology and proposal goals
 - Development plan for 1st year of Phase II contract (this will provide interested parties at NASA an idea of when the technology will be sufficiently developed and tested for their project/program needs)
 - Major milestones with TRL steps and approximate dates
- ii. The *Interim Summary Chart* deliverable due at the end of the first year of the Phase II period of performance shall be updated with information provided in the *Initial Summary Chart* and address the following items:
 - Graphic of technology
 - Image of technology.

- Development plan for 2nd year of Phase II contract (this will provide interested parties at NASA an idea of when the technology will be sufficiently developed and tested for their project/program needs)
 - Major milestones with TRL steps and approximate dates
- Plans for development after Phase II contract with a notional cost and schedule (this will provide interested parties at NASA with information on what level of funding might be required to produce, say, flight-qualified parts.)
- Updates to infusion/commercialization plans
 - List opportunities with potential government and industry customers

(End of text)

1.4 IT Security Management Plan

The IT Security Management Plan is due 30 days after the effective date of award. See **Attachment 3** for the approved IT Security Management Plan Template.

(End of text)

1.5 Demonstration Reports

Quarterly Demonstration Reports shall be prepared in accordance with NFS 1852.235-74(b), “Additional Reports of Work – Research and Development (FEB 2003)”. The reports shall also be submitted in accordance with the deliverable schedule. Contractor shall submit a demonstration report of all work accomplished during that period. The report shall be in narrative form include --

- (i) A quantitative description of work performed during the period to include milestones completed;
- (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) Description of any changes to the planned use of subcontractors since contract award; and
- (v) Estimated percentage of physical completion of the contract.
- (vi) Reports shall not include any DOD references or markings.

The cover page of each report shall include the Rights in Data in accordance with clause 52.227-20(d), “Rights in Data -- SBIR Program (DEVIATION 21-02)”.

(End of text)

1.6 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. Rights to both interim and final report data shall be in accordance with clause 52.227-20(d), “Rights in Data -- SBIR Program (DEVIATION 21-02)”.

(ii) The Contractor shall mark the cover page and all pages of the final report (except the final summary chart described below) with the SBIR Rights Notice set forth in clause 52.227-20(d), "Rights in Data -- SBIR Program (DEVIATION 21-02)".

(iii) 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.

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

(v) A final summary chart shall be submitted electronically as a separate final deliverable via the 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)

1.7 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)

1.8 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 Contracting Officer's Representative (COR) and Contracting Officer (CO). The Contractor is required to provide a draft of the report to the COR and CO clearly reflecting what pages contain propriety data before uploading the report into the 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)

1.9 New Technology Reporting (See Notes Below)

Note As noted in **Section B, Deliverables and Payment Schedule**, the requirement for delivery of the Interim and Final New Technology Report (NTR) and New Technology Summary Report (NTSR) is pending subject review from the NASA Office of Procurement (OP). NASA will notify recipient if these items are determined to no longer be a contract deliverable.

****Note**** The issuance and requirement of a New Technology Certification of Compliance (*reference subsection iv below*) is pending subject review from the NASA Office of Procurement (OP). NASA will notify recipient if the item is determined to no longer be a requirement for NASA to complete final invoice payment.

(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)

1.10 Technical and Business Assistance (TABAs) Summary of Services Received (if applicable)

The Contractor shall submit two (2) TABA Summary of Services reports. First report after services by proposed vendor have been received or by the end of the first year and the final report at the end of the contract. The reports shall include the services received and the benefit to the Contractor. The reports shall include the Contractor's name, contract number, proposal title, vendor name, and a brief description of services received.

(End of text)

1.11 Life Cycle Certifications

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

(End of text)

PART 2 – INVOICES & CERTIFICATIONS

2.1 Invoices

The contractor shall submit proper invoices through Invoice Processing Platform (IPP) as prescribed by NFS 1852.232-80, "Submission of Vouchers/Invoices for Payment (APRIL 2018)" and in accordance with Section B. The invoice should only be submitted for research/work completed. Invoices shall not be submitted until the related deliverable has been accepted by the COR. For the invoice, no copies are required. No other copies shall be sent to the NSSC, the Contracting Officer (CO), Finance Office, or the Contracting Officer's Representative (COR). Failure to follow the requirements stipulated herein will delay payment.

Payment of invoices will be based upon completion of milestones and approval of each report and/or prototype by the COR. Payment will be withheld if the required milestones have not been submitted and accepted by the COR. Invoices shall not be submitted until the related deliverable has been accepted by the COR. Except for the final payment, all payments are considered finance payments, in accordance with FAR 52.232-32, Performance-Based Payments. Therefore, interest payments in accordance with FAR 52.232-25 "Prompt Payment (JAN 2017)" only apply to the final payment. In accordance with FAR 52.232-25, interest will not accrue on the final payment until thirty (30) days after COR acceptance of the final product and receipt of a proper invoice. Also, in accordance with NFS 1827.305(e), "Administration of the patent rights clauses" the final payment will not be approved until the CO receives the New Technology Representative's certification of compliance and the Patent Representative's concurrence unless otherwise authorized/approved by the CO.

Along with the submission of the invoice in IPP, the contractor shall complete the pre-set certification in the ProSAMS

(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 the 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 Final Payments

***Note* See Section 1.9 for Information Regarding New Technology Certification of Compliance**

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 COR. 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 COR until all required approvals and certifications are received.

(End of text)

PART 3 – LATE DELIVERABLES, EXTENSION REQUEST, OPTION TO EXTEND AND DATA RIGHTS

3.1 Late Deliverables

If the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall notify the CO and COR 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 any contract delivery schedule. The Contractor has the opportunity to request an extension with a justification and consideration. Timeliness will be part of the past performance evaluation.

(End of text)

3.2 Extension Request

If the Contractor determines a potential slippage of the contract delivery schedule, the Contractor has the opportunity to request an extension with a justification and consideration. The request shall be submitted electronically at URL <https://www.nasa.gov/centers/nssc/forms/sbir-str-extension-request>. Complete the Extension Request Form with the correct information. The request shall be submitted by the Authorized Contract Negotiator (ACN) within a timely manner. Extension requests are due at least 30 days prior to the relevant deliverable(s) due date or the period of performance end date. Consideration is required in exchange for all extension requests unless the need is due to Government delay or an excusable delay per FAR. Consideration is something of value, above and beyond what is already required per the contract, which NASA receives in exchange for an extension.

(End of text)

3.3 Option to Extend

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract (MAR 2000)" of this contract, the contracting officer may exercise the following option by issuance of a bilateral contract modification. An Option exercised shall be in accordance with the following:

Option 0001 – Phase II-Extended (E) Option is one of the post Phase II opportunities to further encourage the advancement of innovations developed under Phase II via an option to further R/R&D efforts underway on active Phase II contracts that are in good standing with NASA. Eligible firms shall secure a non-SBIR/STTR investor to contribute funding towards further enhancing the research to qualify for this option. The investor may be a non-SBIR/STTR NASA or NASA program; or may be an investor external to NASA, from another government agency or the private sector, depending on the strategy being pursued for enhancing the technology for further research, infusion, and/or commercialization.

To be eligible for these option, the Phase II contract shall be active, and the contractor's performance shall be in good standing that is the contractor shall be in full compliance with the contract terms and conditions, including the delivery schedule.

The potential exercise of a Phase II-E Option is subject to the availability of funds. How to submit an application and the eligibility requirements are outlined via the following link: https://www.nasa.gov/sbir_sttr/phase-ii-e/.

(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

1852.223-70 Safety and Health Measures and Mishap Reporting. (DEC 2015) (DELETE IN NOT ON FEDERAL PROPERTY)

1852.223-75 Major Breach of Safety or Security. (FEB 2002)

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

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

1852.242-72 Denied Access to NASA Facilities. (OCT 2015) (DELETE IN NOT ON FEDERAL PROPERTY)

1852.244-70 Geographic Participation in the Aerospace Program (APR 1985)

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

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

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

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

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

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

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, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

52.215-2 Audit and Records-Negotiation (JUN 2020)

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

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

52.219-8 Utilization of Small Business Concerns. (JAN 2025)

52.219-28 Post-Award Small Business Program Representation. (JAN 2025)

52.222-3 Convict Labor. (JUN 2003)

52.222-35 Equal Opportunity for Veterans. (JUN 2020)

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

- 52.222-37 Employment Reports on Veterans. (JUN 2020)
- 52.222-50 Combating Trafficking in Persons. (NOV 2021)
- 52.222-54 Employment Eligibility Verification. (JAN 2025)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)
- 52.225-1 Buy American Act - Supplies. (OCT 2022)
- 52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)
- 52.226-7 Drug-Free Workplace (MAY 2024)
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (MAY 2024)
- 52.227-1 Authorization and Consent. (JUN 2020) -- Alternate I (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)
- 52.227-11 Patent Rights – Ownership by the Contractor. (MAY 2014) As Modified by NFS 1852.227-11 (APR 2015).
- 52.227-20 Rights in Data-SBIR Program. (MAY 2014) (Deviation 21-02)
- 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)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (DELETE IF NOT ON FEDERAL FACILITY)
- 52.242-13 Bankruptcy. (JUL 1995)
- 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate V. (APR 1984)
- 52.244-6 Subcontracts for Commercial Products and Commercial Services. (DEVIATION FEB 2025) (JAN

2025)

52.246-23 Limitation of Liability. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

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 21-01B) (SEP 2024)

1852.219-81 Limitation on Subcontracting – SBIR Program. (OCT 2006) (DELETE IF NOT SBIR)

1852.219-82 Limitation on Subcontracting – STTR Program. (OCT 2006) (DELETE IF NOT STTR)

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

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)

(a) Definitions. As used in this clause -

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **the period of performance**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **45 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **48 months**.

(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 \(d\)](#).

I 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/browse/index/far>. 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 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any 48 CFR 1800 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) (DELETE IF NOT SBIR)

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)

1852.219-84 Limitation of the Principal Investigator - STTR Program. (OCT 2006) (DELETE IF NOT STTR)

(a) The primary employment of the principal investigator (PI) identified in paragraph (b) of this clause is with the small business concern (SBC)/Contractor or the research institution (RI). Primary employment means that more than one-half of the principal investigator's time is spent in the employ of the SBC/Contractor or RI.

(b) The PI is considered to be key personnel in the performance of this contract. The SBC/Contractor, whether or not the employer of the PI, shall exercise primary management direction and control over the PI and be overall responsible for the PI's performance under this contract. 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 **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)

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 | Month 2025 | 1 |
| 2 | Final Summary Chart Template | Month 2025 | 1 |
| 3 | IT Security Management Plan Template | Month 2025 | 3 |
| 4 | Applicable Document List (ADL) | Month 2025 | 1 |
| 5 | VSV Instructions Power Point (*REMOVE #5 IF NO SURVEILLANCE PLAN) | Month 2025 | 10 |

(End of text)