

AWARD/CONTRACT		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.			RATING		PAGE 1 OF 32 PAGES				
2. CONTRACT (Procurement, Instruction, Identification) NUMBER				3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER SEE SCHEDULE					
5. ISSUED BY NASA SHARED SERVICES CENTER Jerry Hlass Road, Bldg 1111 STENNIS SPACE CENTER, MS 39529 United States				CODE 80NSSC		6. ADMINISTERED BY (If other than Item 5) NASA Shared Services Center (NSSC), Building 1111, Jerry Hlass Road Stennis Space Center, MS 39529 United States					
7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code)						8. DELIVERY <input type="checkbox"/> FREE ON BOARD (FOB) ORIGIN <input checked="" type="checkbox"/> OTHER (See below)					
9. DISCOUNT FOR PROMPT PAYMENT Net 30 days						10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN					
CODE 99E85 FACILITY CODE						ITEM 12					
11. SHIP TO/MARK FOR SEE SCHEDULE				CODE		12. PAYMENT WILL BE MADE BY https://www.nssc.nasa.gov/vendorpayment , https://www.nssc.nasa.gov/vendorpayment					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a)() <input type="checkbox"/> 41 U.S.C. 3304(a)()						14. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE					
15A. ITEM NUMBER		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		SEE SCHEDULE									
15G. TOTAL AMOUNT OF CONTRACT ▶ SEE SCHEDULE											
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<i>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</i>											
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>0</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)					
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER					
19B. NAME OF CONTRACTOR				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA			20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)						BY _____					

Section A - Solicitation/Contract Form

Section is intentionally left blank

Section B - Supplies or Services and Prices/Cost

Additional Information/Notes

Item	Supplies/Service	Dates	Quantity	Unit	Unit Price	Amount
0001	FY26 SBIR PHASE I IGNITE Product Service Code: AJ11 Severability: No Firm Fixed Price		1.0	Job	USD 0	Firm Price USD Funded Amount USD

NFS Clauses Incorporated by Full Text**1852.216-78 Firm-Fixed-Price (DEC 2025) (Deviation)**

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

(End of clause)

NSSC XD041.B001 SBIR Section B Instructions (MAY 2025)

See Attachments for Payment and Delivery Schedule

Section C - Description/Specifications/Statement of Work

Requirements

I01.01-0055 Additive Manufacturing Real-Time Density Monitor

NSSC XD041.C001 SBIR Section C Instructions (MAY 2025)

SECTION C – DESCRIPTION/SPECIFICATIONS

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

The Contractor's *FY26 SBIR PHASE I IGNITE proposal #* 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 - Packaging and Marking**Additional Regulation or Supplement Clauses Incorporated by Reference**

Number	Title	Effective Date
1852.211-70	Packaging, Handling, and Transportation.	Sep 2005

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-9	Inspection of Research and Development (Short Form).	Apr 1984

NFS Clauses Incorporated by Full Text

1852.246-72 Material Inspection and Receiving Report. (SEP 2025) (Deviation)

(a) At the time of each delivery to the Government under this contract, the Contractor must prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms must be prepared and distributed as follows:

See Contract Section G, paragraph 1.1 Deliverables.

(b) The Contractor must prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor must enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which must 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 must list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor must 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

0001	Delivery Schedule
	Period of Performance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.242-15	Stop-Work Order.	Aug 1989
52.247-34	F.o.b. Destination.	Jan 1991

NSSC XD041.F001 SBIR Section F Instructions (MAY 2025)

The period of performance of this contract is *six (6)* months from effective date of the contract.

(End of text)

Section G - Contract Administration Data

G.1 ACCOUNTING AND APPROPRIATION DATA

PURCHASE REQUEST #	PR ITEM #	SERIAL #	SERVICE LINE #	FUND	AMOUNT
	00001	01	0000000010	SPTX22025D	USD
					USD

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.227-72 Deviation	Designation of New Technology Representative and Patent Representative Deviation	Jan 2026

NFS Clauses Incorporated by Full Text

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. 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/invoice 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)

NSSC XD041.G001 SBIR-STIR Phase I Submittals (AUG 2025)

PHASE I SUBMITTALS 8.12.25

PART 1 –DELIVERABLES AND REPORTS

1.1 Deliverables

Deliverables are due in accordance with the Deliverables and Payment Schedule attached to this contract. 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 30 days from the period of performance start date. See the approved IT Security Management Plan Template attached to this contract.

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.

(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

In accordance with Executive Order 14014 your firm shall disclose any new technology developed under the firm's contract exclusively to the National Institute of Standards and Technology (NIST) through the iEdison system. Access to the iEdison system, including user manuals and demonstration videos, is available at <https://www.nist.gov/iedison>. Additionally, iEdison Help Desk tickets may be submitted via <https://contact.iedison.gov/>.

(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/STTR 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 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 Ignite contracts because all the deliverables are due at the last day of the 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.

the contract period of performance end date. Only a 30-day extension to submit final deliverables will be considered,

(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 Ignite 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. 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 120 DAY OF PHASE I CONTRACT PERFORMANCE. 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 FY2025 NASA SBIR Ignite 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 due date of your Phase II proposal. 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)

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 H - Special Contract Requirements

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.235-73 Alternate III Deviation	Final Scientific and Technical Reports Alternate III Deviation	Sep 2025
1852.235-73 Deviation	Final Scientific and Technical Reports Deviation	Sep 2025
1852.242-72 Deviation	Denied Access to NASA Facilities Deviation	Dec 2025

NFS Clauses Incorporated by Full Text

1852.225-70 Export Licenses (DEC 2025) (Deviation)

(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 of clause)

1852.235-71 Essential Personnel and Facilities (SEP 2025) (Deviation)

(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 must—

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

(c) The Contractor must obtain the contracting officer's prior written approval anytime the Contractor plans to continue the research work during a continuous period in excess of 3 months without the participation of an approved principal investigator or project leader.

(d) 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.

List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.

(End of clause)

1852.235-74 Additional Report of Work -- Research and Development (SEP 2025) (Deviation)

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

(a) Quarterly progress reports. The Contractor must 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 must be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report must 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 report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report must be submitted within 15 days after the completion of the effort under the contract.

(End of clause)

NSSC XD041.H001 SBIR Section H - Section 508 Compliance (MAY 2025)

SECTION 508 COMPLIANCE

(a) The Workforce Investment Act of 1998 amended section 508 of the Rehabilitation Act of 1973 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 <http://www.access-board.gov/508.htm>. (End of clause)"

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-7	Anti-Kickback Procedures.	Jun 2020
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 Deviation	Reporting Executive Compensation and First-Tier Subcontract Awards Deviation	Nov 2025
52.204-13 Deviation	System for Award Management - Maintenance Deviation	Nov 2025
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 Covered Entities.	Dec 2023
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023
52.209-6 Deviation	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded Deviation	Nov 2025
52.209-10 Deviation	Prohibition on Contracting with Inverted Domestic Corporations Deviation	Nov 2025
52.213-4 Deviation	Terms and Conditions—Simplified Acquisitions (Noncommercial). Deviation	Nov 2025
52.215-8 Deviation	Order of Precedence - Uniform Contract Format Deviation	Nov 2025
52.219-6 Deviation	Notice of Total Small Business Set-Aside Deviation	Nov 2025
52.219-28 Deviation	Postaward Small Business Program Representation Deviation	Nov 2025
52.222-3 Deviation	Convict Labor Deviation	Nov 2025
52.222-35 Deviation	Equal Opportunity for Veterans Deviation	Nov 2025
52.222-36 Deviation	Equal Opportunity for Workers with Disabilities Deviation	Nov 2025
52.222-37 Deviation	Employment Reports on Veterans Deviation	Nov 2025
52.222-50 Deviation	Combatting Trafficking in Persons Deviation	Nov 2025
52.222-54 Deviation	Employment Eligibility Verification Deviation	Nov 2025
52.222-90 Deviation	Addressing DEI Discrimination by Federal Contractors Deviation	Apr 2026
52.225-1 Deviation	Buy American - Supplies Deviation	Nov 2025
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 Alternate I	Authorization and Consent. Alternate I	Apr 1984
52.227-11	Patent Rights-Ownership by the Contractor.	May 2014
52.229-3 Deviation	Federal, State, and Local Taxes Deviation	Jul 2025
52.232-2	Payments under Fixed-Price Research and Development Contracts.	Apr 1984
52.232-9	Limitation on Withholding of Payments.	Apr 1984
52.232-12 Deviation	Advance Payments Deviation	Nov 2025
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 Deviation	Disputes Deviation	Nov 2025
52.233-3	Protest after Award.	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004
52.240-91	Security Prohibitions and Exclusions	Nov 2025
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	Nov 2025
52.243-1 Deviation	Changes - Fixed Price Deviation	Jun 2025
52.244-6 Deviation	Subcontracts for Commercial Products and Commercial Services. Deviation	Nov 2025
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

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.203-71 Deviation	Requirement to Inform Employees of Whistleblower Rights. Deviation	Sep 2025
1852.215-84	Ombudsman.	Nov 2023
1852.219-80	Limitation on Subcontracting -- SBIR Phase I Program.	Oct 2006
1852.227-11	Patent Rights—Ownership by the Contractor.	Apr 2015

1852.235-70 Deviation	NASA Scientific and Technical Information (STI) Compliance and Distribution Services Deviation	Aug 2025
1852.237-72 Deviation	Access to Sensitive Information Deviation	Dec 2025
1852.237-73 Deviation	Release of Sensitive Information Deviation	Dec 2025

FAR Clauses Incorporated by Full Text

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 *five (5) days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *sixty (60)* 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 this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *thirty (30) months*.

(End of clause)

52.227-20 Rights in Data-SBIR Program. (SEP 2014) (Deviation)

(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).

(e) 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)

52.243-1 Changes-Fixed-Price (NOV 2025) Alternate V (Deviation)

If the requirement is for research and development and it is desired to include the clause, substitute the following subparagraphs (a)(1)(i) and (a)(1)(iii) and paragraph (b) for subparagraphs (a)(1)(i) and (a)(1)(iii) and paragraph (b) of the basic clause:

(a)(1)

(i) Drawings, designs, or specifications.

(iii) Place of inspection, delivery, or acceptance.

(b) If any such change causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in—

- (1) The contract price, the time of performance, or both; and
- (2) Other affected terms of the contract, and shall modify the contract accordingly.

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):

<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)

NFS Clauses Incorporated by Full Text

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 U.S.C., Section 287, False Claims.

(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 *(in the proposal incorporated by reference and attached distribution list)*.

(End of clause)

1852.225-71 Restriction on Funding Activity with China (DEC 2025) (Deviation)

(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)

1852.240-76 Security Requirements for Unclassified Information Technology Resources (JAN 2026) (Deviation)

(a) The contractor must protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the contract. Specific implementation requirements will be addressed in the contract data requirements description. For policy information considered sensitive, the documents will be identified as such in the contract and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) Federal Information System (FIS). The term "Federal information system" means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. 11331)

(4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) means a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

(d) Contractors that process, store, or transmit federal information or operate information systems on behalf of the federal government must meet the same security and privacy requirements as federal agencies. The contractor must develop and submit an Information Security Plan when operating a FIS or maintaining or collecting information for the purpose of processing, storing, or transmitting federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) must be in place before any system may operate in the NASA environment. When the contractor does not operate a FIS but receives, process, transmits, or stores NASA information in performance of the contract, the contractor must attest to the ability to secure NASA information within its own IT/information system.

(e) The contractor must afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The contractor must report immediately upon notification any incident involving NASA information on non-federal (contractor) systems.

(f) The contractor must provide the name and contact information for the contractor's IT Security point of contact during phase in of the contract. Contractor employees requiring physical access to NASA facilities or electronic access to NASA systems must complete the NASA Cybersecurity and Privacy Awareness Training.

(g) The contractor must insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	URL	Line Item
01	8 4 - Payment and Delivery Schedule	4 - Payment and Delivery Schedule		29 APR 2026		
02	Distribution List	Distribution List		29 APR 2026		
03	4 - IT Security Plan, ADL	4 - IT Security Plan, ADL		29 APR 2026		
04	4 - Phase I IGNITE FAQ_s	4 - Phase I IGNITE FAQ's		05 MAY 2026		

NSSC XD041.J001 SBIR Section J Instructions (MAY 2025)

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

Payment and Delivery Schedule, Distribution List, IT Security Plan and ADL.

Payment and Delivery 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			ProSAMS (Proposal Submissions and Awards Management System)
IT Security Management Plan			ProSAMS
Interim Demonstration Report, Invoice & Invoice Certification			ProSAMS
Final Report with last page as the Standard Form (SF) 298, Report Documentation Page; Final Summary Chart Final Invoice Certification			Final Report, Final Summary Chart - ProSAMS Final Invoice Certification – ProSAMS
	Total	\$	

Distribution/Point of Contact List

	To:	ADDRESS:	CONTACT INFORMATION:
<input checked="" type="checkbox"/>	Contractor		
<input checked="" type="checkbox"/>	Principal Investigator		
<input checked="" type="checkbox"/>	Technical Monitor/ COR		
<input checked="" type="checkbox"/>	Contracting Officer	NASA Shared Services Center (NSSC) SBIR/STTR Contracting Officer	Phone: 1-877-677-2123 https://www.nasa.gov/forms/general-information-request/
	Financial Management Office	NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable	Phone: 1-877-677-2123 https://www.nasa.gov/forms/general-information-request/
	Office of Technology Development & Transfer, Engineering and Test Directorate	Chris Copelan https://www.nist.gov/iedison	Phone: 228-342-8879 Email: Christopher.r.copelan@nasa.gov
	Receiving Office	Transportation Officer	

IT Security Management Plan	
Firm Name:	Contract No.:
Firm POC and Title:	Contract Performance Period:

This plan describes the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this NASA SBIR/STTR contract _____ accordance with NASA FAR Supplement clause 1852.204-76 (Security requirements for unclassified information technology resources).

This contract only requires remote access to one NASA IT system, the SBIR/STTR Proposal Submission Award Management System (ProSAMS) at <https://my.prosams.nasa.gov/login-legal-notice>. (System Security Plan: ST-9999-M-CIO-5256), for the electronic submission of contract deliverables, including invoices and technical reports. Access to this system is managed through the NASA Account Management System (NAMS) that requires obtaining a NASA Agency User ID and profile password through the Identity and Access Management System (IdMAX). This process is initiated upon self-registration in the SBIR/STTR Awardee Firm ProSAMS. Registration in the SBIR/STTR Awardee Firm ProSAMS shall be limited to those persons involved in the contract negotiation and administration processes. All registered personnel will be required to take NASA Online Annual IT Security Training. Note: This is an annual training requirement for the duration of the contract.

The NASA IT system access _____ shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

As a NASA contractor that processes, manages, transmits, accesses, or stores unclassified electronic information, to include Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements, personnel shall understand and adhere to the NIST and NASA IT Security requirements, regulations, policies, and guidelines posted at <https://www.nasa.gov/cybersecurity-policies>.

CUI information is defined broadly as unclassified information that does not surpass the thresholds for National Security Classifications but is pertinent to the national interest of the United States. As such, the Federal government and/or NASA, pursuant to law or policy, require such information to be protected from disclosure, have special handling safeguards, and have prescribed limits on its exchange or dissemination. When you submit documents to us, we label your information and protect it as CUI.

Access to any additional NASA IT systems and/or Agency data required during the performance of this contract is disclosed below:

1851852.237-72 Access to Sensitive Information

The Computer Security Act of 1987, PL 100-235, defines "sensitive information" as "any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national

interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy."

To assist NASA in accomplishing management activities and administrative functions, _____ shall provide the services as specified in the above referenced contract. If performing this contract entails access to sensitive information, as defined above, _____ agrees to:

1. Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
2. Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
3. Allow access to sensitive information only to those employees that need it to perform services under this contract.
4. Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
5. Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
6. Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
7. Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

_____ recognizes that unauthorized uses or disclosures of sensitive information may result in termination of the contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

NASA Cybersecurity and Privacy Rules of Behavior

All personnel supporting this project will comply with following NASA's Cybersecurity and Privacy Rules of Behavior that outline the user's responsibilities and expected behavior for accessing and using NASA's information systems and data, while ensuring security and compliance with NASA policies. Personnel supporting are responsible for reading and complying with these rules. The full text can be found at <https://id.nasa.gov/doc/ITROB.docx>.

Incident Response

If an intentional or inadvertent information security incident occurs affecting the confidentiality, integrity, and availability of information, the firm will immediately notify the NASA Security Operations Center (SOC) [1-877-NASA-SEC (877-627-2732) or via the SOC email address (soc@nasa.gov)], or other appropriate NASA officials, including the CO and COR assigned to the contract.

If any NASA IT system or data, including contract deliverables, is compromised, misused, distorted, lost, or destroyed, the firm will immediately notify the NASA Security Operations Center or other appropriate NASA officials, including the CO and COR assigned to the contract.

Applicable Document List (ADL)

Contractors interested in doing business with NASA and/or providing IT services or solutions to NASA should use this list as a reference for information security requirements.

Document, Subject

- NPR 1382.1B, NASA Privacy Procedural Requirements
- NPD 1382.17J, NASA Privacy Policy
- NPD 1440.6L, NASA Records Management
- NPR 1441.1E, NASA Records Management Program Requirements
- NPD 2540.1K, Acceptable Use of Government Furnished Information Technology Equipment, Services and Resources
- NPD 2800.1F, Managing Information Technology
- NPR 2800.2A, Information and Communication Technology Accessibility
- NPR 2810.1F, Security of Information and Information Systems
- NPD 2810.1F, NASA Information Security Policy
- NPR 2830.1A, NASA Enterprise Architecture Procedures
- NPD 2830.1D, NASA Enterprise Architecture
- NPR 2841.1, Identity, Credential, and Access Management

NASA handbooks related to privacy, cybersecurity and information security are available via the NASA Online Directives Information System (NODIS) at <https://nodis3.gsfc.nasa.gov>.