

Section A - Solicitation/Contract Form

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Section B - Supplies or Services and Prices/Cost

Additional Information/Notes

See Attachments for Payment and Delivery Schedule

Item	Supplies/Service	Dates	Quantity	Unit	Unit Price	Amount
0001	Product Service Code: AJ14 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)

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Section C - Description/Specifications/Statement of Work

Requirements

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

The Contractor's STTR Phase II proposal # 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)

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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

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Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-7	Inspection of Research and Development-Fixed-Price.	Aug 1996
52.246-9	Inspection of Research and Development (Short Form).	Apr 1984
52.246-16	Responsibility for Supplies.	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 Section 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)

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Section F - Deliveries or Performance

The period of performance of this contract is 2 years.

(End of text)

0001	Delivery Schedule
	Period of Performance From

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

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Section G - Contract Administration Data

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 PAYMENT AND DELIVERY SCHEDULE attached to this contract. 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>.

(End of text)

1.3 Summary Chart

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

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

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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 the attached 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 Payment and Delivery schedule. Contractor shall submit a demonstration report of all work accomplished during that period. The report shall be in narrative form include --

A quantitative description of work performed during the period to include milestones completed;

An indication of any current problems, which may impede performance or impact program schedule or cost, and proposed corrective action;

A discussion of the work to be performed during the next reporting period;

Description of any changes to the planned use of subcontractors since contract award; and

Estimated percentage of physical completion of the contract.

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, Rights in Data-SBIR and STTR Programs (DEVIATION JAN 2026).

(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--Ownership by the Contractor (APR 2015) (DEVIATION JAN 2026) clause of this contract.

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, Rights in Data-SBIR and STTR Programs (DEVIATION JAN 2026).

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, Rights in Data-SBIR and STTR Programs (DEVIATION JAN 2026).

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In accordance with 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006) (DEVIATION SEPT 2025) the last page of the final report shall be a completed Standard Form (SF) 298.

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

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.

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.

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)

In accordance with Executive Order 14104 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)

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

The Contractor shall submit two (2) TAB A 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 (MAR 2026)" 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.

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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 (MAR 2026)" 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.

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

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. 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-sttr-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 (SEP 2025)" of this contract, the contracting officer may exercise the following option by issuance of a unilateral 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 this 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)

G.1 ACCOUNTING AND APPROPRIATION DATA

PURCHASE REQUEST #	PR ITEM #	SERIAL #	SERVICE LINE #	FUND	AMOUNT
					USD
					USD
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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	Jun 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.

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(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.

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(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)

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Section H - Special Contract Requirements

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 text)

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.226-73 Alternate I	Major Breach of Safety or Security Alternate I	Feb 2026
1852.226-73	Major Breach of Safety or Security	Feb 2026
1852.235-73 Deviation	Final Scientific and Technical Reports Deviation	Sep 2025
1852.235-73 Alternate III Deviation	Final Scientific and Technical Reports Alternate III Deviation	Sep 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

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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)

1852.235-74 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 days after the completion of the effort under the contract.

(End of clause)
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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; See personnel and facilities listed in proposal incorporated by reference in this contract along with any revisions and attached distribution list

(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:

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(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)"

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Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	Jun 2020
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-6 Alternate I	Restrictions on Subcontractor Sales to the Government. Alternate I	Nov 2021
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 Deviation	Reporting Executive Compensation and First-Tier Subcontract Awards Deviation	Nov 2025
52.204-13 Deviation	System for Award Management - Maintenance Deviation	Nov 2025
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
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
52.211-5 Deviation	Material Requirements Deviation	Jun 2025
52.215-2 Deviation	Audit and Records - Negotiation 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
52.219-8 Deviation	Utilization of Small Business Concerns 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
52.223-3 Deviation	Hazardous Material Identification and Safety Data Deviation	Nov 2025
52.223-3 Alternate I Deviation	Hazardous Material Identification and Safety Data Alternate I Deviation	Nov 2025
52.223-11 Deviation	Ozone Depleting Substances Deviation	Nov 2025
52.225-1 Deviation	Buy American - Supplies Deviation	Nov 2025
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
52.227-1 Alternate I	Authorization and Consent. Alternate I	Apr 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020
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
52.232-23	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 Deviation	Protest after Award Deviation	Nov 2025
52.240-91	Security Prohibitions and Exclusions	Nov 2025
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	Nov 2025
52.242-13	Bankruptcy.	Jul 1995
52.243-1 Deviation	Changes - Fixed Price Deviation	Jun 2025
52.244-5	Competition in Subcontracting.	Aug 2024
52.244-6 Deviation	Subcontracts for Commercial Products and Commercial Services. Deviation	Nov 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

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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
1852.219-81	Limitation on Subcontracting -- SBIR Phase II Program.	Oct 2006
1852.219-82	Limitation on Subcontracting -- STTR Program.	Oct 2006
1852.227-11 Deviation	Patent Rights-Ownership by the Contractor Deviation	Jun 2026
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

52.227-11 Patent Rights-Ownership by the Contractor. (MAY 2014)

(a) As used in this clause-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*)

Made means-

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights.*

(1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) *Contractor's obligations.*

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

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(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights-

(1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention-

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

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(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.*

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

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(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

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(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.*

(k) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

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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;

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(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.

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(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.

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(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)

52.233-4 Applicable Law for Breach of Contract Claim (NOV 2025) (Deviation)

United States law will apply to resolve any claim of breach of this contract.

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(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—

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(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):

For FAR Supplement (FAR) clauses, see FAR | Acquisition.GOV

For NASA FAR Supplement (NFS) clauses, see NFS | Acquisition.GOV

(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)

1852.219-84 Limitation of the Principal Investigator - - STTR Program. (OCT 2006)

(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 (*Zhigang Lin*).

(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;

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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)

1852.225-71 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.

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(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)

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Section J - List of Attachments

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

Number	Attachment Name	Attachment Description	Reference Identifier	Date	URL	Line Item
01	Distribution List	Distribution List		17 JUN 2026		
02	IT Security Plan and ADL	IT Security Plan and ADL		17 JUN 2026		
03	payment and Delivery Schedule	Payment and Delivery Schedule		17 JUN 2026		

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