

**FLOWDOWN PROVISIONS, NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION (NASA), ORION PROGRAM,
PRIME CONTRACT NO. NNJ06TA25C**

PRIME CONTRACT REQUIREMENTS

A. The following clauses of the Federal Acquisition Regulation (FAR) and NASA FAR Supplements (NFS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far>

1. Federal Acquisition Regulations (FAR) Clauses Incorporated by Reference

<u>Clause No.</u>	<u>Title</u>	<u>Notes</u>
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 1997)	2
52.223-3	Hazardous Material Identification and Materials Safety Data (Alt. I) (JAN 1997)	2
52.223-5	Pollution Prevention and Right-to-Know Information (Alt. I) (Apr 1998) (Alt. II) (Aug 2003)	3
52.224-1	Privacy Act Notification (APR 1984)	
52.227-1	Authorization and Consent (DEC 2007)	
52.227-16	Additional Data Requirements (JUN 1987)	2
52.227-21	Technical Data Declaration Revision, and Withholding of Payment – Major Systems (Applicable for delivery of Technical Data) (DEC 2007) – Note: “Government” means “Arcata” in paragraph (b)(2) and “Arcata or Government” in paragraph (d). (DEC 2007)	2
52.232-17	Interest (OCT 2010)	5
52.243-2	Changes – Cost Reimbursement (Alt. V APR 1984) - Contracts related to DDT&E or production, (Alt. II APR 1984) – Contracts relating to sustaining engineering. In paragraph (a) add as subparagraph (4) or (7) “Delivery Schedule”. In paragraph (d) the reference to the disputes clause is deleted. (AUG 1987)	2,5
52.243-7	Notification of Changes (APR 1984)	2,5
52.245-9	Use and Changes (Fixed Price Contracts under production phase) (AUG 2010). Notes: Rental requests pursuant to paragraph (d) shall be submitted to the Arcata Associates, Incorporated Procurement Representative. Communication with the Contracting Officer or Administrative Contracting Officer shall be through the Arcata Procurement Representative.	
52.246-7	Inspection of Research and Development Fixed-Price (AUG 1996) (Applicable to Fixed Price Purchase Orders/Subcontracts for Research and Development).	2, 5
52.246-8	Inspection of Research and Development – Cost Reimbursement (MAY 2001) (Applicable to Fixed Price Purchase Orders/Subcontracts for Research and Development). In Paragraph (k) the term “government” is unchanged.	5

2. National Aeronautics and Space Administration (NASA) Federal Acquisition Regulation Clauses Incorporated by Reference:

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<u>Clause No.</u>	<u>Title</u>	<u>Notes</u>
1852.204-76	Security Requirements for Unclassified Information Resources (JAN 2011) (Applicable if your contract involves information technology resources or services in which you must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. Communication between you and the Government shall be made through Arcata Associates, Inc.. In paragraph (f), NASA means "Arcata Associates, Inc. and NASA." The blank in paragraph (c) is completed with "sixty	
1852.237-72	(60) days.") Access to Sensitive Information (JUN 2005). Notes: In subparagraph (e) "Government" means "Arcata Associates, Incorporated." Report any breaches in accordance with subparagraph (c)(7) through the Arcata Procurement Representative. Communicate with respect to the obligations in the clause through the Arcata Procurement Representative.	
1852.237-73	Release of Sensitive Information (JUN 2005) All Communications through Arcata.	

B. The following additional provisions apply to this Contract:

NOTES:

1. Applies to purchases over \$100,000.
2. "Contracting Officer" means "Arcata".
3. Applicable for non-commercial items over \$100,000 (simplified acquisition).
4. Applicable if this subcontract provides for work to be performed on a Federal Facility.
5. "Government" means "Arcata".

Title

**1. SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/
REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006)**

(a) An employee of a domestic contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to a NASA site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign contractor/subcontractor may not be admitted to a NASA site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a NASA badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with NASA security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into a NASA site until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the cognizant NASA Security Office.

(c) The contractor agrees that it will not employ for the performance of work onsite at a NASA site any individuals who are not legally authorized to work in the United States. If the NASA Industrial Security Specialist, the Arcata Associates, Incorporated Procurement Representative, or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by NASA Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to NASA centers for performance of this contract, (2) required investigations can be conducted, and (3)

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required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by representatives of Arcata Associates, Incorporated or any NASA center to be visited.

2. IDENTIFICATION OF EMPLOYEES

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the cognizant NASA Security Office, Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to declare citizenship and personally sign for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Office upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, CAA cards, clearance terminations, etc.) may result in final payment being delayed.

3. SMALL BUSINESS SUBCONTRACTING GOALS (Applicable if you are a large business)

(a) For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern", "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

(b) The subcontracting goal established for this contract is 11.5 percent, including options. The small business percentage goal, (11.5 percent), includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns	3.5 percent
Woman-Owned Small Business Concerns	2.2 percent
HubZone Small Business Concerns	.7 percent
Service-Disabled Veteran-Owned Small Business Concerns	.5 percent
HBCU's (includes other minority institutions)	.3 percent

4. ENABLING CLAUSE FOR SYSTEMS INTEGRATION SUPPORT CONTRACTOR

(a) The Government intends to enter into a separate contract for the services of a technical group, which will support the NASA Constellation program office by performing Constellation Systems Engineering and Integration. This contractor will be referred to as the Systems Engineering and Integration (SE&I) contractor.

(b) SE&I contractor personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract. Accordingly, in the performance of this contract, the Contractor shall cooperate with the SE&I contractor, when awarded, by:

1. Responding to requests from authorized SE&I personnel to attend meetings;
2. Providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and excluding financial data;
3. Discussing technical matters relating to this program;
4. Providing access to contractor facilities utilized in the performance of this contract; and
5. Allowing observation of technical activities by appropriate SE&I contractor technical personnel.

(c) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the CEV Project Office, the means for coordination and exchange of information with the SE&I contractor.

(d) The Contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (b) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of his/her responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or the SE&I contractor and such subcontractors.

(e) SE&I contractor personnel are not authorized to direct the Contractor in any manner. The contract may only be changed by a contract modification.

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5. APPLICABILITY OF IRAN NONPROLIFERATION ACT

The Iran Nonproliferation Act (INA), prohibits NASA from making payments in cash or in kind for the purchase of goods or services related to human space flight to organizations or entities under the jurisdiction or control of the Russian Aviation and Space Agency (currently the Russian Federal Space Agency) now, or in the past, or to any other organization, entity or element of the Government of Russia. NASA has interpreted the restrictions in the INA to include funding of Russian entities via contractors.

6. LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

1. To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing

information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post award audit support and specialized technical support to NASA's technical evaluation panels;

2. To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA will permit the limited release of CBI under subparagraphs (1) and (2) only pursuant to the execution of a Non-Disclosure Agreement (NDA) between the contractor and the outside company hired by NASA that will receive the contractor's CBI. The contractor agrees to not unduly delay the execution of an NDA.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

7. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with all applicable center policies and procedures. The contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures. The contractor shall promptly take corrective action upon receipt of notice from Arcata Associates, Incorporated or the Contracting Officer of noncompliance with any applicable center policy or procedure.

8. RESTRICTIONS ON CONTRACTOR FINANCING

Arcata Associates, Inc. anticipates that sufficient Government funding through Arcata Associates, Inc. will be available to fully fund execution of this contract. Therefore, cost-sharing and supplemental financing from other sources, including "in-kind" contributions and private investment by the Contractor, is not required. Any such direct or indirect financing and cost sharing, including IR&D funds, involving funding other than Arcata Associates, Inc. funding is strictly prohibited.

**9. SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES
ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997) (Documents required by this clause shall be provided
by the Contractor to Arcata Associates, Inc.)**

(a) (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA), for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid-

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This

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exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show-

1. The name and address of the Contractor;
2. The contract number including any alpha-numeric prefix identifying the contracting office;
3. The name and address of the contracting office;
4. The total number of bills submitted with the statement; and
5. A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**10. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76)
(NOV 2004)**

(Applicable if your contract involves information technology resources or services in which you must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency) (Communications between the Contractor and the Government shall be made through Arcata Associates, Incorporated.)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

1. Computer control of spacecraft, satellites, or aircraft or their payloads;
2. Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
3. Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

1. OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
2. NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
3. Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 60 days after contract award, the contractor shall submit for Arcata Associates, Incorporated approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in any proposal or sealed bid by the Contractor that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Arcata Associates, Incorporated Procurement Representative, shall be incorporated into the contract as a compliance document.

(d) (1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph

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(d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms through the Arcata Associates, Incorporated Procurement Representative to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

- (i) IT-1--Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
- (ii) IT-2--Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.
- (iii) IT-3--Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

- (i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;
- (ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and
- (iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The NASA Contracting Officer may permit the Arcata Associates, Incorporated Procurement Representative to allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of--

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within last three years; or
- (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford Arcata Associates, Incorporated and NASA, including the Office of the Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

11. ADVANCE AGREEMENT -- RIGHTS IN DATA-GENERAL (Supersedes FAR 52.227-14)

(a) Data rights under the contract will be in accordance with NASA Rights in Data, clause 1852.227-14. In addition, the Government agrees to protect the competitive nature of the Contractor's technical approach to meeting NASA requirements for the Crew Exploration Vehicle (CEV) until the Government down-selects to a single CEV contractor or August 31, 2006, whichever occurs first. In the event the acquisition strategy is revised or the period of performance of this contract is extended beyond August 31, 2006, the parties of this contract agree to negotiate new data rights limitations or the extension of the limitations contained herein.

(b) Data protected as "Competition Protected" in accordance with paragraph (a) of this clause shall not be intermingled with the other established unlimited rights data. Such data will, to the extent permitted by law, be appropriately marked with the following notice and maintained in confidence until Government down-selects to a single CEV contractor or August 31, 2006, whichever occurs first. Thereafter, other than limited rights data or restricted computer software, the Government shall

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have unlimited rights in such data. The Contractor shall clearly mark "Competition Protected" data with the following notation:

COMPETITION PROTECTED IN ACCORDANCE WITH NASA PRIME CONTRACT NUMBER NNJ05HF18C

These data may be reproduced and used by the Government and its support contractors, under suitable protective conditions, with the express limitation that the data will not, without permission of the Contractor, be used for purposes of manufacture nor disclosed publicly. Upon the Government's down-selection to a single CEV contractor or August 31, 2006, whichever occurs first, other than limited rights data or restricted computer software the Government shall have unlimited rights in such data.

12. MANAGEMENT AND PROTECTION OF DATA

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

1. data submitted to the Arcata Associates, Inc., the Government and Arcata Associates, Inc. with limited rights or restricted rights notices;
2. data of third parties which Arcata Associates, Inc., the Government and Arcata Associates, Inc. have agreed to handle under protective arrangements; and
3. data generated by or on behalf of Arcata Associates, Inc., the Government and Arcata Associates, Inc. which Arcata Associates, Inc., the Government and Arcata Associates, Inc. intend to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of Arcata Associates, Inc., the Government and Arcata Associates, Inc. and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Arcata Associates, Inc., Procurement Representative, to:

1. use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
2. not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Arcata Associates, Inc. Procurement Representative;
3. refrain from disclosing the data to third parties without the written consent of the Contracting Officer or Arcata Associates, Inc. Procurement Representative; and
4. return or deliver the data including all copies thereof to the Arcata Associates, Inc. Procurement Representative or his designated recipient when requested by the Arcata Associates, Inc. Procurement Representative.

13. INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION

Arcata Associates, Inc. Arcata Associates, Inc. and NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA, Arcata Associates, Inc., and Arcata Associates, Inc. in performance of the Contract, expressly excluding financial information. Specifically, Arcata Associates, Inc., Arcata Associates, Inc. and NASA shall have the right to release such administrative and management information to any third party to satisfy contract requirements.

14. PATENT RIGHTS

It is anticipated that the Contractor may have Contractor background inventions that could be applied to contract research and incorporated into deliverables under the contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work. This clause or a clause substantially the same shall be included in all subcontracts at any tier.

15. APPLICATION OF U.S. SPACE TRANSPORTATION POLICY

All effort under this contract shall be consistent with the National Security Presidential Directive/NSPD-40 (U.S. Space Transportation Policy.)

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16. GOVERNMENT AND ARCATA ASSOCIATES, INC. DIRECTION

Under the Arcata Associates, Inc./Contractor Integrated Product Team (IPT) concept, Government and Arcata Associates, Inc. personnel and support contractors will frequently be present at the Contractor's facilities. Government and Arcata Associates, Inc. IPT members will advise the Contractor, review the design and provide clarification. The accountability for the design is solely the responsibility of the Contractor. The Contractor shall not construe advice, reviews and clarifications by the Government and Arcata Associates, Inc. IPT members as direction by the Government and Arcata Associates, Inc. In accordance with the Technical Direction and Changes clause of this contract, the Arcata Associates, Inc. Procurement Representative shall be the only individual authorized to redirect the effort or in any way modify any terms of this contract.

17. POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST PERTAINING TO ADVANCE DEVELOPMENT EFFORTS

(a) Definitions. As used in this clause – Sensitive Information shall mean the following types of data (recorded information):

1. Data submitted to the Government and Arcata Associates, Inc. with limited rights or restricted rights notices;
2. Data of third parties which the Government and Arcata Associates, Inc. have agreed to handle under protective arrangements; and
3. Data generated by or on behalf of the Government and Arcata Associates, Inc. which the Government and Arcata Associates, Inc. intend to control the use and dissemination thereof.

(b) Certain Crew Exploration Vehicle (CEV) Advance Development work related to this contract but under separate contract from NASA will commence during the CEV Phase 1 period. These Advance Development contracts and CEV Phase 1 contracts will be performed concurrently. Certain limited information delivered to or generated by the Government will be exchanged between the CEV Phase I and CEV Advance Development contractors. To the extent that the work under this contract requires access to Limited Rights Data, Restricted Computer Software, Confidential Business Information or Sensitive Information and as long as these data remain proprietary, confidential or sensitive, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use such information to compete with those other companies. Government Sensitive information includes test data and analysis furnished under this contract. Government test data and analysis pertaining to products of other vendors under separate Advance Development contracts may be furnished under this contract as required to conduct trade studies and to provide feedback on ability to integrate these products into the CEV. The Contractor shall protect this Sensitive Information from unauthorized use and disclosure and agrees not to use it to compete with the companies the products of which the Government test data and analysis pertain. The Contractor agrees to negotiate separate non-disclosure agreements with companies furnishing Sensitive Information as may be requested by those companies.

In addition, NASA may use data derived from the CEV Phase 1 trade studies in the evaluation of CEV Advance Development work. As such, CEV Phase 1 trade studies produced under this contract that include information about the CEV Advanced Development work are hereby designated as Government Sensitive Information subject to the non-disclosure and protection requirements of this clause and clause 12 herein. In order to mitigate the potential conflict of interests identified above, the Contractor agrees to establish a firewall plan with the following components:

1. Strict segregation of all personnel having access to Sensitive Information including but not limited to CEV Phase 1 trade studies and information provided under this contract, from participation on all competitive CEV Advance Development proposal activities involving that data, except when a phased selection type acquisition is being conducted. In the case of a phased selection type of acquisition (e.g., advance development procurement for the Thermal Protection System), strict segregation of all personnel having access to Sensitive Information, including but not limited to CEV Phase 1 trade studies and information provided under this contract, is required for all competitive proposal and contract performance activities.
2. Identification by name of those individuals who have been segregated for purposes of accessing Sensitive Information under CEV Phase 1. The Contractor shall be required to keep this list current and make this list available to all those authorized to access the data. Disclosure of Sensitive Information to non-Government individuals not on this list is strictly prohibited. It is emphasized that individuals on this list shall be employees with a "need to know."
3. Training of segregated personnel regarding organizational conflicts of interest, including: mitigation, firewalls, and management and protection of data.
4. A requirement for personnel having access to Sensitive Information under CEV Phase 1 to sign an agreement that indicates their understanding of their responsibilities and agreement to comply with the firewall plan and company policy regarding the protection of information, as well as the ramifications for violations of those responsibilities. An Organizational Conflict of Interest mitigation plan shall be submitted to Arcata Associates, Inc. for approval with 30 days of the effective date of this clause.

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This clause shall be included in all subcontracts subject to any conflict of interest in performance of this contract.

**18. SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES
ADMINISTRATION FOR AUDIT(FAR 52.247-67) (FEB 2006)**

(Applicable to Cost Reimbursement Contracts Only; Documents required by this clause shall be provided by the Contractor to Arcata Associates, Incorporated.)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to the Arcata Associates, Incorporated Procurement Representative.