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Listing of Clauses Incorporated by Reference

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

<https://www.acquisition.gov/?q=browsefar>

The following contract clauses pertinent to this section are hereby incorporated by reference:

FAR Clauses Applicable to All Purchase Orders/Subcontracts

- 52.202-1 DEFINITIONS. (NOV 2013)
- 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2016)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
- 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE. (OCT 2016)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)
- 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)



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**Applicable to Goddard Space Flight Center (GSFC)/Wallops Flight Facility (WFF)
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- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
- 52.210-1 MARKET RESEARCH. (APR 2011)
- 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
- 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)
- 52.216-8 FIXED FEE. (JUN 2011)
- 52.216-18 ORDERING. (OCT 1995)
- 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)
- 52.222-3 CONVICT LABOR. (JUN 2003)
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (OCT 2016)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015) (APPLIES WHEN 52.222-26 APPLIES)
- 52.222-29 NOTIFICATION OF VISA DENIAL. (APR 2015)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (applies when 52.222-26 applies)
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
- 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS. (ALTERNATE 1) (MAR 2015)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015) (Applies to Orders over \$3,500)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (JAN 2017)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011) -- ALTERNATE I (MAY 2011)
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)
- 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)
- 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)
- 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)
- 52.223-12 MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (JUN 2016)
- 52.223-16 ACQUISITION OF EPEAT® -REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
- 52.224-2 PRIVACY ACT. (APR 1984)
- 52.225-1 BUY AMERICAN ACT - SUPPLIES. (MAY 2014)
- 52.225-8 DUTY-FREE ENTRY. (OCT 2010)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--
REPRESENTATION AND CERTIFICATION. (OCT 2015).
- 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
- 52.227-3 PATENT INDEMNITY. (APR 1984)
- 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)



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**Applicable to Goddard Space Flight Center (GSFC)/Wallops Flight Facility (WFF)
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- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)
- 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. (APR 2003)
- 52.232-1 PAYMENTS. (APR 1984)
- 52.232-9 LIMITATION ON WITHHOLDING PAYMENTS (APR 1984)
- 52.232-11 EXTRAS. (APR 1984)
- 52.232-17 INTEREST. (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- 52.232-22 LIMITATION OF FUNDS. (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
- 52.232-25 PROMPT PAYMENT. (JAN 2017) -- ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT (JUL. 2013)
- 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION. (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
- 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN. (SEP 2008)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
- 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)
- 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)
- 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)
- 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JAN 2017)
- 52.245-1 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)
- 52.245-9 USE AND CHARGES. (APR 2012)
- 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)
- 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)
- 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)
- 52.247-34 F.O.B. DESTINATION. (NOV 1991)
- 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)
- 52.248-1 VALUE ENGINEERING. (OCT 2010)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS. (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)
- 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLE (IFMS)(JAN 1991)
- 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)
- 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)



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**Applicable to Goddard Space Flight Center (GSFC)/Wallops Flight Facility (WFF)
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52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$10,000

52.222-26 EQUAL OPPORTUNITY. (SEPT 2016) (applies when Subcontractor has been awarded federal contracts or subcontracts in any 12- month period that exceed \$10,000 in total)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$15,000.

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$25,000.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$35,000

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$100,000 (Exceptions as noted).

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$150,000 (Exceptions as noted).

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

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. (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (MAY 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

52.215-14 INTEGRITY OF UNIT PRICES. (OCT 2010)

52.219-8 Utilization of Small Business Concerns OCT 2014)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)

52.242-13 BANKRUPTCY. (JUL 1995)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$750,000.

52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)



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**Applicable to Goddard Space Flight Center (GSFC)/Wallops Flight Facility (WFF)
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- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
- 52.230-2 COST ACCOUNTING STANDARDS (Large Businesses only) (MAY 2014)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Large Business only) (MAY 2013)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Large Businesses only) (JUN 2010)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$1,000,000 (Exceptions as noted).
N/A

FAR Clauses Applicable If This Agreement Exceeds \$5,500,000 and the Performance Period is 120 days or more.

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

FAR Clauses Applicable if This Purchase Order/Subcontract Exceeds \$10,000,000

- 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(END OF SECTION)

LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

<http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

The following contract clauses pertinent to this section are hereby incorporated by reference:

NFS Clauses Applicable to All Purchase Orders/Subcontracts

- 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)
- 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (AUG 2014)
- 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)
- 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2011)
- 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)
- 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DECEMBER 1988)
- 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)
- 1852.215-84 OMBUDSMAN. (NOV 2011)
- 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)
- 1852.216-75 PAYMENT OF FIXED FEE (DEC1988)
- 1852.216-76 AWARD FEE SERVICE CONTRACTS (JUN 2018)
- 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)
- 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (JUL 1997)
- 1852.216-90 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING. (AUG 2014)
- 1852.219-77 NASA MENTOR-PROTEGE PROGRAM. (APR 2015)



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1852.223-70	SAFETY AND HEALTH. (DEC 2015)
1852.223-74	DRUG-AND ALCOHOL-FREE WORKFORCE. (NOV 2015)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.223-76	FEDERAL AUTO STATISTICAL TOOL (FAST) REPORTING (JUL 2003)
1852.225-70	EXPORT LICENSES (FEB 2000) Paragraph (b) fill-in: Goddard Space Flight Center's Wallops Flight Facility
1852.225-71	RESTRICTION ON FUNDING ACTIVITY WITH CHINA. (FEB 2012)
1852.227-14	RIGHTS IN DATA - GENERAL. (APR 2015)
1852.227-72	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (APR 2015)
1852.228-71	AIRCRAFT FLIGHT RISKS. (DEC 1988)
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)
1852.232-80	SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)
1852.232-81	CONTRACT FUNDING. (JUN 1990)
1852.235-71	KEY PERSONNEL AND FACILITIES. (MAR 1989)
1852.237-70	EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
1852.237-72	ACCESS TO SENSITIVE INFORMATION. (JUN 2005)
1852.237-73	RELEASE OF SENSITIVE INFORMATION. (JUN 2005)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)
1852.242-72	DENIED ACCESS TO NASA FACILITIES (OCT 2015)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVACUATION. (APR 2001)
1852.243-70	ENGINEERING CHANGE PROPOSALS. (OCT 2001) -- ALTERNATE II (SEP 1990)
1852.243-71	SHARED SAVINGS. (MAR 1997)
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENTPROVIDED EQUIPMENT. (AUG 2015) ALTERNATE I (AUG 2015)
1852.245-71	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011) ALTERNATE I (JAN 2011)
1852.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2017)
1852.245-74	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)
1852.245-75	PROPERTY MANAGEMENT CHANGES. (JAN 2011)
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (AUG 2015)
1852.245-79	RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE. (JAN 2011)
1852.245-82	OCCUPANCY MANAGEMENT REQUIREMENTS. (JAN 2011)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE. (JUL 2015)
1852.247-73	BILLS OF LADING. (JUN 2002)

CENTER UNIQUE CLAUSES

Federal Acquisition Regulation (FAR) clauses and clauses with no Federal regulation clause number designation covers all work at WFF, unless otherwise noted.

E.1 GSFC 52.246-92 ACCEPTANCE-SERVICES (SEP 2013) (SEP 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the Wallops Flight Facility or as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)



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E.2 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

F.3 GSFC 52.247-94 Shipping Instructions--Central Receiving. (FEB 2016)

Shipments of the items required under this contract shall be to:

Receiving Officer
GSFC Wallops Flight Facility
Building F-19
Wallops Island, VA 23337
Marked for:
Technical Officer: Michael Cropper, Code 830
Building: N159
Room: W244
Contract No.:

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

G.3 Reference JSC Clause G.8 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011). In addition, the below applies to the WFF task.

(4) Supplies from stores stock.

(7) Installation service facilities: IT Services through the Agency Consolidated End-user Services (ACES) contract and Motor Pool.

Note: WFF incorporates NFS 1852.245-71 without the Alternate I as the central receiving facility is acceptable for the receipt of contractor-acquired property.

(End of clause)

G.4 GSFC 52.245-96 Property Clause Applicability—Onsite and Offsite. (APR 2016)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (onsite) and at Contractor controlled and managed premises (offsite). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses, if included in the contract, are applicable to both onsite and offsite locations.

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Property"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other Services"

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause 1852.245-75, "Property Management Changes"

NASA FAR Supplement clause 1852.245-78, "Physical Inventory of Capital Personal Property"

NASA FAR Supplement clause 1852.245-79, "Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value"

NASA FAR Supplement clause 1852.245-83, "Real Property Management Requirements"



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GSFC clause 52.245-99, "Supplemental Financial Reporting of NASA Property in the Custody of Contractors"

(c) Clauses, if included in the contract, are applicable to offsite locations only.

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses, if included in the contract, are applicable to onsite locations only.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of Clause)

**H.2 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT
PROCEDURES (GSFC 52.204-99) (APR 2013)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described [in Attachment B](#), Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment J-1 for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Representative (COR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.



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For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract. If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.3 GSFC 52.211-95 Government Premises – Physical Access and Compliance with Procedures. (FEB 2016)

(a) Physical Access and Compliance with Procedures

(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel – Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements <http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Program
- (7) GPR 1700.5, Control of Hazardous Energy (Lockout/Tagout)
- (8) GPR 1700.6, Confined Space Program at GSFC
- (9) GPR 1700.7, Electrical Safety
- (10) GPR 1700.8, GSFC Hazard Communication Program
- (11) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (12) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs



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- (13) GPR 1840.2, Industrial Hygiene Program
- (14) GPR 1860.1, Ionizing Radiation Protection
- (15) GPR 1860.2, Laser Radiation Protection
- (16) GPR 1860.3, Radio Frequency Radiation Protection
- (17) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (18) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (19) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (20) NPR 3713.3, Anti-Harassment Procedures
- (21) GPD 8500.1, Environmental Policy and Program Management
- (22) GPR 8621.4, GSFC Mishap Preparedness and Contingency Plan
- (23) GPR 8710.2, GSFC Emergency Management Program Plan
- (24) GPR 8710.7, Cryogenic Safety
- (25) GPR 8710.8, GSFC Safety Program Management
- (26) GPD 8715.1, GSFC Safety Policy
- (27) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports
- (28) GPR 8715.8, Fall Protection Requirements for GSFC

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility) or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H.4 GSFC 52.223-91 Safety and Health – Additional Requirements. (SEP 2017)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Wallops Flight Facility Safety Office, Code 803, Telephone 757-824-1625 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and juilo.c.diazperez@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government- owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at <https://idmax.nasa.gov>. Until access is approved, use the Contractor Monthly Statistics Report Template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to juilo.c.diazperez@nasa.gov.

(End of clause)

H.5 GSFC 52.223-92 Government Property – Compliance with Safety Standards. (FEB 2016)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing with a copy to the Wallops Flight Facility Safety Office, Code 803.



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(End of clause)

H.36 VIRGINIA AND LOCAL SALES TAXES (GSFC 52.229-92) (MARCH 2012)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are allowable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor.

Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of Clause)

I.2 GSFC MODIFICATION TO FAR 52.222-42 --STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

EMPLOYEE CLASS MONETARY WAGE-fringe benefits

LABOR CATEGORIES	HOURLY RATES*	GRADE/STEP
General Schedule (GS) Positions		
Administrative Assistant	22.53	GS 7/5

* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave:

Annual Leave Accrual Rates			
Employee Type	Less than 3 years of service *	3 years but less than 15 years of service *	15 or more years of service *
Full-time employees	½ day (4 hours) for each pay period	¾ day (6 hours) for each pay period, except 1¼ day (10 hours) in last pay period	1 day (8 hours) for each pay period



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Part-time employees	1 hour for each 20 hours in a pay status	1 hour for each 13 hours in a pay status	1 hour for each 10 hours in a pay status
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3. Sick leave:

Sick Leave Accrual	
Description	Time
Full-time employees	1/2 day (4 hours) for each biweekly pay period
Part-time employees	1 hour for each 20 hours in a pay status

4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.

5. Retirement at 7 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.

6. Medicare at 1.45 percent of basic hourly rates for employees.

7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$118,500.

(End of clause)

I.3 GSFC Modification to FAR 52.227-14 Rights In Data-General—ALTERNATE II AND ALTERNATE III as modified by NASA FAR Supplement 1852.227-14

(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.



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“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” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“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.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“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 rights 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, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (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 limited rights data or restricted computer software in accordance with paragraph (g) 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) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;



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- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices 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 in such copyrighted data 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 (but not to distribute copies to the public) by or on behalf of the Government.

(iv) The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

This work was authored by employees of [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the 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 or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

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



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(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
- (2) As expressly set forth in this contract; or
- (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(4)(i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.

(ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right



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to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable 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. 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 proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If 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.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:



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Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. 80JSC018D0002 (and subcontract, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
- (iv) Emergency repair or overhaul work.
- (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.
- (vi) or any other legitimate government use

(b) This notice shall be marked on any reproduction of these data, in whole or in part. (End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. 80JSC018D0002 (and subcontract, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
- (6) Used or copied for use with a replacement computer and other legitimate government use.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.



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(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. 80JSC018D0002 (and subcontract, if appropriate) with Yulista Tactical Services, LLC (and subcontractor, if appropriate).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) 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 shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. 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)

(END OF SECTION)

CENTER UNIQUE CLAUSES

NASA FAR Supplement (NFS) clauses and clauses with no Federal regulation clause number designation covers all work at WFF.

D.1 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) (Crossed referenced in D.3 of JSC Contract)

Paragraph (e) fill-in:

GSFC/Wallops Flight Facility
Building 19, Code 200C
Wallops Island, VA 23337

(End of clause)

H.23 EMERGENCY PREPAREDNESS AND RESPONSE

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

(End of clause)



**H.24.1 NO COST REIMBURSEMENT OR FEE FOR BUSINESS DEVELOPMENT ASSOCIATED WITH THE
NON-GOVERNMENTAL USE OF NASA FACILITIES**

- (a) The Government will not reimburse, either directly or indirectly, any costs associated with the Contractor's efforts to market, solicit, capture, or otherwise establish agreements with customers for the non-Government use of Government equipment and/or facilities. Such business development costs are determined to be unallowable in accordance with FAR 31.201-6, Accounting for Unallowable Costs. The contractor pursues business development of the non- Government use of NASA facilities at their own risk.
- (b) The Government will neither pay fee nor in any other way incentivize the Contractor's business development efforts for the non-Government use of Government equipment and/or facilities. The contractor pursues business development of the non-Government use of NASA facilities at their own risk.
- (c) Upon the approval of an SAA or other agreement for the non-Governmental use of equipment and/or facilities, any annex issued will outline responsibilities, financial obligations, and terms of use. The Contractor shall support these efforts, if required, upon NASA request.

(End of Clause)

H.26 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Mitigation plan. The Organizational Conflict of Interest Mitigation Plan (DRD-M20) and its obligations are hereby incorporated in the contract by reference.
- (b) Changes.
 - (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.
 - (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.
- (c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.
- (d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms —Contractor and —Contracting Officer shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

(End of clause)

H.27 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order or resolve the conflict. This reporting requirement also includes subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.



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(b) Mitigation plan. If there is a mitigation plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of clause)

I.4 GSFC 52.227-99 RIGHTS IN DATA (NOV 2018)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA- GENERAL—Alternate II and Alternate III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS, if applicable, and GSFC 52.227-93.

(End of clause)

(END OF SECTION)



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ATTACHMENT B

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

FEBRUARY 2015

CONTRACT 80JSC18D0002 Task Order 80GSFC18FXXXX

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

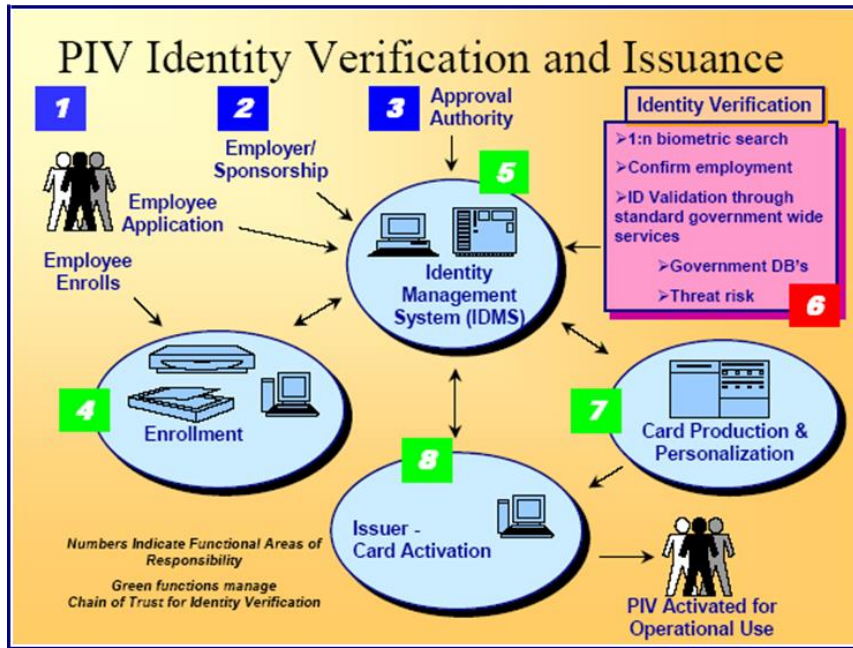


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor’s Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer’s Representative (COR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee’s (hereafter the “applicant”) full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane)

Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.



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After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status.

Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:



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Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.