## ATTACHMENT 3 'RLLS2 FLOWDOWN PROVISIONS'

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52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
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52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
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52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
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52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
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52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984)
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)
52.245-1 GOVERNMENT PROPERTY (JAN 2017)

52.245-9 USE AND CHARGES (APR 2012)
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52.248-1 VALUE ENGINEERING (JUN 2020)
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52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
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52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
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**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

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1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)
1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016)
1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)
1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015)
1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (APR 2015)
1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (NOV 2015)
1852.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (APR 2015)
1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE ANDRELATED TECHNICAL DATA (APR 2015)
1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

(End of clause)

## H.14 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this provision:
(1) The term "Russian entities" means:
(A) Russian persons, or
(B) Entities created under Russian law or owned, in whole or in part, by Russian persons or companies including, but not limited to, the following:
(i) The Russian Federal Space Agency (Roscosmos),
(ii) Any organization or entity under the jurisdiction or control of Roscosmos, or
(iii) Any other organization, entity or element of the Government of the Russian Federation.
(2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to December 31, 2020, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning

Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act. The provisions of this clause are without prejudice to the question of whether the Contractor or its subcontractor(s) are making extraordinary payments under section 6(a) or fall within the exceptions in section 7(1)(B) of the Act. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. Contractors.

(c) (1) The Contractor shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the Contracting Officer with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraph (a):

(A) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will made under the subcontract.

(B) The Contractor shall provide certification that the subcontracting entity is not, at the date of the subcontract approval request, on any of the lists of proscribed denied parties, specially designated nationals and entities of concern found at:

BIS's Listing of Entities of Concern (see http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of- concern/entity-list)

BIS's List of Denied Parties (see http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list)

OFAC's List of Specially Designated Nationals (see http://www.treasury.gov/resource-center/sanctions/SDN- List/Pages/default.aspx)

List of Unverified Persons in Foreign Countries (see http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of- concern/unverified-list)

State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions (see http://pmddtc.state.gov/compliance/debar_intro.html)

State Department's Lists of Proliferating Entities (seehttp://www.state.gov/t/isn/c15231.htm)

(2) Unless relief is granted by the Contracting Officer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer 30 business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, the Contractor shall provide the Contracting Officer with a report every six months that documents the individual payments made to an entity in paragraph (a). The reports are due on July 15th and January 15th. The July 15th report shall document all of the individual payments made from the previous January through June. The January 15th report shall document all of the individual payments made from the previous July through December. The content of the report shall provide the following information for each time a payment is made to an entity in paragraph (a):

(1) The name of the entity
(2) The subcontract number
(3) The amount of the payment
(4) The date of the payment

(e) The Contracting Officer may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Contractor to

terminate for the convenience of the Government any subcontract at any tier with an entity described in paragraph (a), subject to an equitable adjustment.
(f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," [a]All work subcontracted to the Russian Federal Space Agency, any organization or entity under the jurisdiction or control of the Russian Federal Space Agency, or any other organization, entity or element of the Government of the Russian Federation must be completed on or before December 31, 2025. No payments for such work may be made by the Contractor to the subcontractor, or by NASA to the Contractor, after December 31, 2025. The Contractor is responsible for ensuring the completion of and payment for such subcontracted work in sufficient time to enable payment by NASA to the Contractor on or before December 31, 2025.
(g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the Contracting Officer to enter into any tier subcontract that involves entities defined in paragraph (a).

(End of clause)

## I.35 ACCESS TO CONTRACTOR DATA

(a) "Data" for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded. The term includes technical data; computer software; and information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. Types of data contained in the definition also include contractor internal audits of any discipline, system, or task, which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing this contract. These examples are illustrative and are not to be construed as a limitation on the definition of data.
(b) The Contracting Officer or designee shall, through closeout, have access to and the right to examine any of the data produced or specifically used in the performance of this contract. The purpose of this access provision is to permit the Government to monitor the contractor's performance under this contract and to permit sampling of contractor data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.
(c) The contractor shall make available at all reasonable times for Government inspection all existing Government data provided to the contractor and any data first produced or used in the performance of this contract for examination through closeout. Moreover, information provided by the contractor on this system shall contain all necessary technical and business application data to determine the degree to which contract requirements are met.
(d) Except for software systems being provided as part of this contract, the contractor shall maintain all data on a commercially available system for information management that is easily accessible by NASA. For the purposes of this clause, "commercially available system" is defined as a system comprised of a Commercial Off-The-Shelf (COTS) database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package. The contractor must obtain the approval of the Contracting Officer prior to using any noncommercial system for information management of data generated under this contract. As part of this request, the contractor must justify why no commercial system to manage information is adequate for this contract. If use of a noncommercial system is approved, then the contractor shall demonstrate the system to the Government and provide thorough training to Government personnel to ensure they are able to access (i.e., read and copy) all data maintained on the system.

(e) The contractor shall provide the Government unimpeded access to all areas determined by Government representatives as necessary for surveillance, audit and independent evaluation purposes. In those instances that access is restricted due to hazards or other personnel access limitations, the contractor shall accommodate Government personnel such that access is provided and operational safety is not compromised.

(f) Notwithstanding the *Additional Data Requirements* clause, the Government shall have the right to reproduce any data found during the examination that it wishes to retain. The Government will reimburse reproduction costs only when it uses contractor equipment for the reproduction. The Government shall retain no greater rights in the reproduced data than it would have under the *Rights in Data—General* clause.

(g) The contractor shall describe the areas of its internal systems where NASA access will be permitted, define access and interface requirements, and provide NASA the required training to be able to access and use these systems.

(h) The contractor shall flow this clause to all cost type subcontracts.

(End of clause)