



National Aeronautics and  
Space Administration  
Washington, DC 20546

# Procurement Class Deviation

PCD 25-26

September 20, 2025

---

## CLASS DEVIATION FROM FEDERAL ACQUISITION REGULATION (FAR) PART 46 AND NASA FAR SUPPLEMENT (NFS) PART 1846 TO IMPLEMENT THE REVOLUTIONARY FAR OVERHAUL (NASA Case 2025-N030)

**PURPOSE:** To provide a Class Deviation from the FAR to implement the FAR Council's model deviation text to FAR Part 46, Quality Assurance, and deviation to NFS Part 1846, Quality Assurance.

**BACKGROUND:** On April 15, 2025, the Executive Order (E.O.) 14275, "[Restoring Common Sense to Federal Procurement](#)" was signed. Section 2 of the E.O. establishes the policy that the FAR "should only contain provisions required by statute or essential to sound procurement, and any FAR provisions that do not advance these objectives should be removed." To implement E.O. 14275, the Office of Federal Procurement Policy (OFPP) is leading the **Revolutionary FAR Overhaul (RFO)** initiative. This effort is supported by the Federal Acquisition Regulatory Council (the Council) member agencies— General Services Administration, Department of Defense, NASA, along with other agencies. In line with the E.O., the initiative aims to eliminate unnecessary regulations and policies across all levels of the federal government.

The Office of Management and Budget (OMB) memorandum, M-25-26 issued on May 2, 2025, titled, Overhauling the Federal Acquisition Regulation, provided additional guidance to federal agencies regarding the FAR overhaul.

**FAR Streamlining.** As part of the RFO, the FAR will be streamlined to include only statutory requirements, while non-statutory content will move to new buying guides, collectively forming the Strategic Acquisition Guidance (SAG). The Council will first issue model deviation guidance by FAR part, followed by formal rulemaking through the notice-and-comment process. Agencies will have 30 days to issue class deviations based on the model text once it is released.

**Streamlining Agency Acquisition Supplements.** Agencies must streamline their FAR supplements by removing regulations not based on statute or executive orders and aligning with the FAR Council's deviation guidance. Supporting policies must also be updated to

reflect these changes. This approach ensures the NASA FAR Supplement (NFS) remains consistent with the streamlined FAR.

**FAR Buying Guides and NFS Companion Guide (CG) (coming soon).** As the FAR and the NFS are streamlined, helpful non-regulatory content will be moved to new FAR Buying Guides and NFS CG. These guides are intended to offer practical instructions and best practices for implementing effective contracting methods.

RFO Part 46 model deviation has been released by the FAR Council. RFO Part 46 prescribes policies and procedures to ensure that supplies and services acquired under Government contract conform to the contract's quality and quantity requirements. Included are inspection, acceptance, warranty, and other measures associated with quality requirements. Burdensome, duplicative, or outdated language and language not required by statute have been removed from FAR Part 46. This plain language version of FAR Part 46 shall be adhered to.

To align with the RFO FAR Part 46, the NFS Part 1846, is revised to remove non-statutory and outdated language. This deviation implements the revised RFO Part 46 and NFS Part 1846.

***GUIDANCE:***

(1) Contracting officers shall follow the RFO Part 46 deviated text instead of FAR Part 46 as codified at 48 CFR Chapter 1 Subchapter G Part 46. The FAR Council's RFO text is available at [FAR Overhaul - Part 46 | Acquisition.GOV](#).

(2) COs shall also follow the NFS Part 1846 deviated text enclosed within this deviation.

***ACTION REQUIRED BY CONTRACTING OFFICERS:*** Effectively immediately, ensure that new contract actions issued on or after the effective date complies with the policy in the PCD.

***EFFECTIVE DATE:*** This PCD is effective as dated and shall remain in effect until implemented in the FAR and NFS or otherwise rescinded.

***PROVISION AND CLAUSE CHANGES:*** This deviation includes the following NFS clauses:

- 1852.246-71, Government Contract Quality Assurance Functions.
- 1852.246-72, Material Inspection and Receiving Report.
- 1852.246-73, Human Space Flight Item.
- 1852.246-74, Contractor Counterfeit Electronic Part Detection and Avoidance.

***HEADQUARTERS CONTACT:*** Jennifer Grissom, Procurement Analyst, HQ Procurement and Grants Policy Division (PGPD), [jennifer.grissom@nasa.gov](mailto:jennifer.grissom@nasa.gov)

**Marvin L. Horne**

Acting Assistant Administrator for Procurement

**Enclosure**

Changes in the NFS Deviation text below are identified as follows:  
Deletions shown as ~~strike-throughs~~; and additions shown as **[bold in brackets]**.

## **PART 1846 QUALITY ASSURANCE**

### **TABLE OF CONTENTS**

#### **SUBPART ~~1846.1~~ GENERAL**

~~1846.102 Policy.~~  
~~1846.103 Contracting office responsibilities.~~

#### **SUBPART 1846.3 CONTRACT CLAUSES**

1846.370 NASA contract clauses.

#### **SUBPART 1846.4 GOVERNMENT CONTRACT QUALITY ASSURANCE**

~~1846.401 General.~~  
~~1846.407 Nonconforming supplies and services.~~  
1846.470 Contract clause.

#### **SUBPART 1846.6 MATERIAL INSPECTION AND RECEIVING REPORTS**

~~1846.670 Introduction.~~  
~~1846.670-1[601] General.~~  
~~1846.670-2 Applicability.~~  
~~1846.670-3 Use.~~  
~~1846.670-4 Multiple shipments.~~  
~~1846.670-5 Forms.~~  
~~1846.671 Contract quality assurance on shipments between contractors.~~  
~~1846.672 Preparing DD Forms 250 and 250e.~~  
~~1846.672-1 Preparation instructions.~~  
~~1846.672-2 Consolidated shipments.~~  
~~1846.672-3 Multiple consignee instructions.~~  
~~1846.672-4 Correction instructions.~~  
~~1846.672-5 Packing list instructions.~~  
~~1846.672-6 Receiving instructions.~~  
~~1846.673 Distribution of DD Forms 250 and 250e.~~  
1846.674[0] Contract clause.

#### **SUBPART ~~1846.7~~ WARRANTIES**

~~1846.703 Criteria for use of warranties.~~  
~~1846.703-70 Additional criteria.~~  
~~1846.704 Authority for use of warranties.~~  
~~1846.770 Administration.~~

#### **SUBPART 1846.70 COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE.**

1846.7000 Scope of subpart.  
1846.7001 Definitions.

1846.7002 Policy.  
1846.7003 Contract clause.

## **PART 1846 QUALITY ASSURANCE**

### **Subpart 1846.1—General**

#### **1846.102 Policy**

~~—(f) See NPR 8735.2, Section 2.1, concerning quality assurance for critical acquisition items. Generally, the quality assurance requirements set forth in the NPR for critical acquisition items are not allowed under Part 12 procedures. See FAR Part 12.208.~~

#### **1846.103 Contracting Office Responsibilities.**

~~—(f) Ensuring the request originator has annotated on the [NF 1707](#) whether the acquisition involves the procurement of safety critical parts, as defined in NPR 8735.1, Procedures for Exchanging Parts, Materials, and Safety Problem Data Utilizing the Government Industry Data Exchange Program (GIDEP) and NASA Advisories, and that any such safety critical parts have been GIDEP screened.~~

### **Subpart 1846.3—Contract Clauses**

#### **1846.370 NASA contract clauses.**

The contracting officer ~~shall~~ **[must]** insert the clause at 1852.246-73, Human Space Flight Item, in solicitations and contracts for human space flight hardware and flight-related equipment if the highest available quality standards are necessary to ensure astronaut safety.

### **Subpart 1846.4—Government Contract Quality Assurance**

#### **1846.401 General.**

~~—(a) The Government may conduct inspection and other quality requirements through "insight" or "oversight."~~

~~—(i) Insight requires the monitoring of contractor quality data and Government-identified metrics and contracted milestones, and may also involve the review of contractor work procedures and records. Insight is a continuum that can range from low intensity, such as reviewing quarterly reports, to high intensity, such as performing surveys and reviews.~~

~~—(ii) Oversight occurs in line with the contractor's processes. The Government retains and exercises the right to concur or non-concur with the contractor's decisions affecting product conformity. Non-concurrence must be resolved before the contractor can proceed. Oversight is a continuum that can range from low intensity, such as quality system audits, or Government concurrence in reviews (e.g., preliminary design review or critical design review), to high intensity oversight in which the Government has day-to-day involvement in the contractor's decision making process (e.g., mandatory hardware inspections or process witnessing). The decision to use insight or oversight is based on an assessment of the risk inherent in the activity being surveilled. Surveillance~~

must be conducted whether or not the contract effort has been structured as a performance-based acquisition.

~~—(iii) The quality assurance surveillance plan (QASP) contents may range from low-intensity, insight-only functions to high-intensity oversight functions depending on the acquisition's criticality, complexity, contractor past performance, and other risk factors. The project office prepares the QASP in conjunction with the statement of work and periodically adjusts it thereafter based on changing risk factors as the contract requirement progresses through acquisition planning, source selection, and contract administration. The QASP shall not be included in the contract. Detailed requirements and guidance concerning QASP development and administration are provided in NPR 8735.2, Management of Government Quality Assurance Functions for NASA Contracts.~~

#### **1846.407 Nonconforming supplies and services.**

~~—(h) NASA personnel at all levels are responsible for reporting to the Office of Inspector General and the NASA Director, Acquisition Integrity Program (AIP), when they become aware of noncompliant conditions or failure experiences which may constitute evidence of fraud, malpractice, or other serious misconduct. Suspected counterfeit goods shall not be returned to the contractor without the authorization of the AIP Director.~~

#### **1846.470 Contract clause.**

The contracting officer may insert a clause substantially as stated at 1852.246-71, Government Contract Quality Assurance Functions, in solicitations and contracts to specify the location(s) of quality assurance functions.

### **Subpart 1846.6—Material Inspection and Receiving Reports**

#### **1846.670 Introduction.**

##### **1846.[601]670-1 General.**

[See the [NASA Material Inspection and Receiving Reports Procedures and Instructions](#),] This subpart contains procedures and instructions for [the] use[, preparation, and distribution] of[-

(1) T]the ~~DD Form 250~~, Material Inspection and Receiving Report (MIRR), (DD Form 250 series[]); equivalents; and

[(2) C]commercial shipping/packing lists used to [evidence Government inspection (see FAR 46.401) and acceptance (see FAR 46.501)] document Government contract quality assurance (CQA).

##### **1846.670-2 Applicability.**

~~—(a) This subpart applies to supplies or services acquired by or for NASA when the clause at 1852.246-72, Material Inspection and Receiving Report, is included in the contract.~~

##### **1846.670-3 Use.**

~~—(a) The DD Form 250 is a multipurpose report used for—~~

~~—(1) Providing evidence of CQA at origin or destination;~~

~~—(2) Providing evidence of acceptance at origin or destination;~~

- ~~\_\_\_\_\_ (3) Packing lists;~~
- ~~\_\_\_\_\_ (4) Receiving;~~
- ~~\_\_\_\_\_ (5) Shipping; and~~
- ~~\_\_\_\_\_ (6) Contractor invoice support.~~

~~\_\_\_\_\_ (b) Do not use MIRRs for shipments \_\_\_\_\_~~

- ~~\_\_\_\_\_ (1) By subcontractors, unless the subcontractor is shipping directly to the Government; or,~~
- ~~\_\_\_\_\_ (2) Of contract inventory.~~

~~\_\_\_\_\_ (c) The contractor prepares the DD Form 250, except for entries that an authorized Government representative is required to complete. The contractor shall furnish sufficient copies of the completed form, as directed by the Government Representative.~~

#### **~~1846.670-4 Multiple Shipments.~~**

~~\_\_\_\_\_ (a) If the "shipped to," "marked for," "shipped from," "CQA," and "acceptance" data are the same for more than one shipment made on the same day under the same contract in a single car, truck, or other vehicle, one MIRR shall be prepared to cover all such shipments.~~

~~\_\_\_\_\_ (b) If the volume of the shipments precludes the use of a single car, truck, or other vehicle, a separate MIRR shall be provided for each vehicle.~~

#### **~~1846.670-5 Forms.~~**

An electronic copy of the DD Form 250 may be downloaded from the General Services Administration's Forms Library at <http://www.gsa.gov/portal/forms/type/TOP>.

#### **~~1846.671 Contract quality assurance on shipments between contractors. [Reserved.]~~**

~~\_\_\_\_\_ (a) The supplier's commercial shipping document/packing list shall indicate performance of required CQA actions at subcontract level. The following entries shall be made on the document/packing list:~~

~~\_\_\_\_\_ Required CQA of items has been performed.~~

~~\_\_\_\_\_ (Signature of Authorized Government Representative)~~

~~\_\_\_\_\_ (Date)~~

~~\_\_\_\_\_ (Typed Name and Office)~~

~~\_\_\_\_\_ (b) Distribution for Government purposes shall be one copy each \_\_\_\_\_~~

- ~~\_\_\_\_\_ (1) With shipment;~~
- ~~\_\_\_\_\_ (2) For the Government representative at consignee (via mail); and~~
- ~~\_\_\_\_\_ (3) For the Government representative at consignor.~~

#### **~~1846.672 Preparing DD Forms 250 and 250e.~~**

##### **~~1846.672-1 Preparation instructions.~~**

~~—(a) General.~~

~~—(1) Dates shall include nine spaces consisting of the four digits of the year, the first three letters of the month, and two digits for the date (e.g., 2012SEP24).~~

~~—(2) Addresses shall consist of the name, street address/P.O. box, city, State, and ZIP code.~~

~~—(3) The data entered in the blocks at the top of DD Form 250e shall be identical to the comparable entries in Blocks 1, 2, 3, and 6 of the DD Form 250.~~

~~—(4) Overflow data of the DD Form 250 shall be entered in Block 16 or in the body of the DD Form 250e with block cross reference. Additional DD Form 250e sheets solely for continuation of Block 23 data shall not be numbered or distributed as part of the MIRR.~~

~~—(b) Classified information. Do not include classified information on the MIRR. MIRRs must not be classified.~~

~~—(c) Block 1—PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT NUMBER)~~  
~~Enter the ten character, alpha-numeric procurement identifier of the contract.~~

~~—(d) Block 2—SHIPMENT NO.~~

~~—(1) The shipment number is a three-alpha character prefix and a four-character numeric or alpha-numeric serial number.~~

~~—(i) The prefix shall be controlled and assigned by the prime contractor and shall consist of three alpha characters for each "shipped from" address (Block 11). The prefix shall be different for each "Shipped From" address and shall remain constant throughout the contract period.~~

~~—(ii) The serial number for the first shipment under a prime contract from each "shipped from" address shall be 0001; subsequent shipments under that prime contract shall be consecutively numbered. Alpha-numerics shall be used when more than 9,999 numbers are required. Alpha-numerics shall be serially assigned, with the alpha in the first position, followed by the three-position numeric serial number. The alpha-numeric sequence shall be (the letters I and O shall not be used) A001 through A999 (10,001 through 10,999); B001 through B999 (11,001 through 11,999); to Z999. When this series is completely used, numbering shall revert to 0001.~~

~~—(2) The shipment number of the initial shipment shall be reassigned when a "replacement shipment" is involved (see (r)(4)(iv) of this section).~~

~~—(3) The prime contractor shall control deliveries and on the last shipment of the contract shall suffix the shipment number with a "Z" in addition to that required for line items (see Block 17). If the contract final shipment is from other than the prime contractor's plant, the prime contractor may elect (i) to direct the subcontractor to suffix the "Z" or (ii), on receipt of the subcontractor final shipment information, to correct the DD Form 250 covering the last shipment from the prime contractor's plant by adding a "Z" to that shipment number.~~

~~—(e) Block 3—DATE SHIPPED. Enter the date the shipment is released to the carrier or the date of completion of services. If the shipment will be released after the date of CQA and/or acceptance, enter the estimated date of release. When the date is estimated, enter an "E" after it. Distribution of the MIRR shall not be delayed for entry of the actual shipping date. Reissuance of the MIRR is not required to show the actual shipping date.~~

~~—(f) Block 4—B/L TCN. When applicable, enter the commercial or Government bill of lading number after "B/L"; and the Transportation Control Number after "TCN."~~

~~—(g) Block 5—DISCOUNT TERMS.~~



- ~~—— (1) The contractor may enter the discount in terms of percentages on all copies of the MIRR.~~  
~~—— (2) When the MIRR is used as an invoice, see 1846.672-5.~~

~~—— (h) Block 6 — INVOICE.~~

~~—— The contractor may enter the invoice number and actual or estimated date on all copies of the MIRR. When the date is estimated, enter an "E" after the date. Do not correct MIRRs to reflect the actual date of invoice submission.~~

~~—— (i) Block 7 — PAGE/OF. Consecutively number the pages comprising the MIRR. On each page, enter the total number of pages of the MIRR.~~

~~—— (j) Block 8 — ACCEPTANCE POINT. Enter an "S" for origin or "D" for destination as specified in the contract as the point of acceptance.~~

~~—— (k) Block 9 — PRIME CONTRACTOR. Enter the Commercial and Government Entity (CAGE) code and address.~~

~~—— (l) Block 10 — ADMINISTERED BY. Enter the code and address of the contracting office cited in the contract.~~

~~—— (m) Block 11 — SHIPPED FROM/CODE/FOB.~~

~~—— (1) Enter the code and address of the "shipped from" location. If identical to Block 9, enter "See Block 9."~~

~~—— (2) For performance of services that do not require delivery of items upon completion, enter the code and address of the location at which the services were performed. If the DD Form 250 covers performance at multiple locations or if identical to Block 9, enter "See Block 9."~~

~~—— (3) Enter on the same line and to the right of "FOB" an "S" for origin or "D" for destination as specified in the contract. Enter an alphabetic "O" if the FOB point cited in the contract is other than origin or destination.~~

~~—— (n) Block 12 — PAYMENT WILL BE MADE BY. Enter the address of the payment office cited in the contract.~~

~~—— (o) Block 13 — SHIPPED TO/CODE. Enter the code and address from the contract or shipping instructions.~~

~~—— (p) Block 14 — MARKED FOR/CODE. Enter the code and address from the contract or shipping instructions.~~

~~—— (q) Block 15 — ITEM NO. Enter the item number used in the contract. If four or fewer digits are used, position them to the left of the vertical dashed line. Where a six digit identification is used, enter the last two digits to the right of the vertical dashed line.~~

~~—— (r) Block 16 — STOCK/PART NO./DESCRIPTION.~~

~~—— (1) Enter, as applicable, for each item, using single spacing between each line item, the following:~~

~~—— (i) The National Stock Number (NSN) or noncatalog number and, if applicable, prefix or suffix. When a number is not provided or it is necessary to supplement the number, include other~~

identification such as the manufacturer's name or Federal Supply Code (as published in Cataloging Handbook H4-1), and part numbers. Additional part numbers may be shown in parentheses. Also enter the descriptive noun of the item nomenclature and, if provided, the Government assigned management/material control code. In the case of equal kind supply items, the first entry shall be the description without regard to kind (e.g., "Resistor"). Below this description, enter the contract item number in Block 15 and stock/part number followed by the size or type in Block 16.

\_\_\_\_\_ (ii) On the next printing line, if required by the contract for control purposes, enter the make, model, serial number, lot, batch, hazard indicator, and/or similar description:

\_\_\_\_\_ (iii) On the next printing line, enter the FEDSTRIP requisition number(s) when provided in the contract or shipping instructions.

\_\_\_\_\_ (2) For service items, enter the word "SERVICE" followed by a short description of less than 20 characters. Do not complete items 4, 13, and 14 when material is not shipped.

\_\_\_\_\_ (3) For all contracts administered by the Defense Contract Management Agency, with the exception of fast pay procedures, enter and complete the following:

Gross Shipping Wt. \_\_\_\_ (State weight in pounds only).

\_\_\_\_\_ (4) Enter on the next line the following as appropriate (entries may be extended through Block 20). When entries apply to more than one item in the MIRR, enter them only once after the last item and reference the applicable item numbers.

\_\_\_\_\_ (i) Enter in capital letters any special handling instructions/limits for material environmental control (e.g., temperature, humidity, aging, freezing, and shock).

\_\_\_\_\_ (ii) When an NSN is required by, but not cited in, a contract and has not been furnished by the Government, shipment may be made at the direction of the contracting officer. Enter the authority for the shipment.

\_\_\_\_\_ (iii) When Government furnished property (GFP) is included with or incorporated into the line item, enter "GFP".

\_\_\_\_\_ (iv) When the shipment consists of replacements for supplies previously furnished, enter in capital letters "REPLACEMENT SHIPMENT" (see paragraph (s)(3) of this section for replacement indicators.)

\_\_\_\_\_ (v) For items shipped with missing components, enter and complete the following: "Item(s) shipped short of the following component(s): FSN or comparable identification \_\_\_\_, Quantity \_\_\_\_, Estimated Value \_\_\_\_, Authority \_\_\_\_."

\_\_\_\_\_ (vi) When shipment is made of components that were short on a prior shipment, enter and complete the following: "These components were listed as shortages on Shipment Number \_\_\_\_, date shipped \_\_\_\_."

\_\_\_\_\_ (vii) When shipments involve drums, cylinders, reels, containers, skids, etc., designated as returnable under contract provisions, enter and complete the following: "Return to \_\_\_\_, Quantity \_\_\_\_, Item \_\_\_\_, Ownership (Government/contractor)."

\_\_\_\_\_ (viii) Enter shipping container number(s), the type, and the total number of the shipping container(s) included in the shipment.

\_\_\_\_\_ (ix) The MIRR shall be used to record and report the waivers and deviations from contract specifications, including the source and authority for the waiver or deviation (e.g., the contracting office authorizing the waiver or deviation and the identification of the authorizing document).

\_\_\_\_\_ (x) For shipments involving discount terms, enter "DISCOUNT EXPEDITE" in at least one inch outline type letters.

\_\_\_\_\_ (xi) When test/evaluation results are a condition of acceptance and are not available before shipment, the following note shall be entered if the shipment is approved by the contracting officer: "Note: Acceptance and payment are contingent upon receipt of approved test/evaluation

results." The contracting officer will advise (A) the consignee of the results (approval/disapproval) and (B) the contractor to withhold invoicing pending attachment to its invoice of the approved test/evaluation results.

\_\_\_\_\_ (xii) The copy of the DD Form 250 required to support payment for destination acceptance (top copy of the four with shipment) or Alternative Release Procedure (ARP) origin acceptance (additional copy furnished to the Quality Assurance Representative (QAR)) shall be identified by entering "PAYMENT COPY" in approximately one half inch outline type letters with "FORWARD TO BLOCK 12 ADDRESS" in approximately one quarter inch letters immediately below. Do not obliterate any other entries.

\_\_\_\_\_ (xiii) A double line shall be drawn completely across the form following the last entry.

— (s) *Block 17 — QUANTITY SHIP/REC'D.*

\_\_\_\_\_ (1) Enter the quantity shipped, using the unit of measure indicated in the contract for payment. When a second unit of measure is used for purposes other than payment, enter the appropriate quantity directly below in parentheses.

\_\_\_\_\_ (2) Enter a "Z" below the first digit of the quantity when the total quantity of the item is delivered, including variations within contract terms; and all shortages on items previously shipped short are delivered.

\_\_\_\_\_ (3) If a replacement shipment is involved, enter below the first digit of the quantity the letter "A" to designate first replacement, "B" for second replacement, and so forth. The final shipment indicator "Z" shall not be used when a final line item shipment is replaced.

— (t) *Block 18 — UNIT.* Enter the abbreviation of the unit of measure indicated in the contract for payment. When a second unit of measure is indicated in the contract for purposes other than payment or is used for shipping purposes, enter the abbreviation of the second unit of measure directly below in parentheses. Authorized abbreviations are listed in MIL-STD-129, Marking for Shipping and Storage.

— (u) *Block 19 — UNIT PRICE.* Enter the unit price on all NASA copies whenever the MIRR is used for voucher or receiving purposes.

— (v) *Block 20 — AMOUNT.* Enter the extended amount when the unit price is entered in Block 19.

— (w) *Block 21 — CONTRACT QUALITY ASSURANCE.* The words "conform to contract" contained in the printed statements in Blocks A and B relate to contract obligations pertaining to quality and to the quantity of the items on the report. The statements shall not be modified. Notes taking exception shall be entered in Block 16 or on attached supporting documents with block cross reference.

\_\_\_\_\_ (1) *"A. ORIGIN."*

\_\_\_\_\_ (i) The authorized Government representative shall \_\_\_\_\_

\_\_\_\_\_ (A) Place an "X" when applicable in the appropriate CQA and/or acceptance box(es) to evidence origin CQA and/or acceptance. When the contract requires CQA at destination in addition to origin CQA, an asterisk shall be entered at the end of the statement and an explanatory note in Block 16;

\_\_\_\_\_ (B) Sign and date; and

\_\_\_\_\_ (C) Enter the typed, stamped, or printed name of the signer and office code.

\_\_\_\_\_ (2) *"B. DESTINATION."*

\_\_\_\_\_ (i) When acceptance at origin is indicated in Block 21A, no entries shall be made in Block 21B.

~~\_\_\_\_\_ (ii) When acceptance or CQA and acceptance are at destination, the authorized Government representative shall \_\_\_\_\_~~

~~\_\_\_\_\_ (A) Place an "X" in the appropriate box(es);~~

~~\_\_\_\_\_ (B) Sign and date; and~~

~~\_\_\_\_\_ (C) Enter the typed, stamped, or printed name of the signer and office code.~~

~~\_\_\_\_\_ (x) Block 22 — RECEIVER'S USE. This block shall be used by the receiving activity (Government or contractor) to denote receipt, quantity, and condition. The receiving activity shall enter in this block the date the supplies arrived. For example, when off-loading or in-checking occurs subsequent to the day of arrival of the carrier at the installation, the date of the carrier's arrival is the date received for purposes of this block.~~

~~\_\_\_\_\_ (y) Block 23 — CONTRACTOR USE ONLY. This block is provided and reserved for contractor use.~~

#### **1846.672-2 Consolidated shipments.**

When individual shipments are held at the contractor's plant for authorized transportation consolidation to a single destination on a single bill of lading, the applicable DD Forms 250 may be prepared at the time of CQA or acceptance prior to the time of actual shipment (see Block 3).

#### **1846.672-3 Multiple consignee instructions.**

The contractor may prepare one MIRR when the identical item(s) of a contract is to be shipped to more than one consignee, with the same or varying quantities, and the shipment requires origin acceptance. Prepare the MIRR using the procedures in this subpart with the following changes:

~~\_\_\_\_\_ (a) Blocks 2, 4, 13, and, if applicable, 14 — Enter "See Attached Distribution List."~~

~~\_\_\_\_\_ (b) Block 15 — The contractor may group item numbers for identical stock/part number and description.~~

~~\_\_\_\_\_ (c) Block 17 — Enter the "total" quantity shipped by item or, if applicable, grouped identical items.~~

~~\_\_\_\_\_ (d) Use the DD Form 250c to list each individual "Shipped To" and "Marked For" with \_\_\_\_\_~~

~~\_\_\_\_\_ (1) Code(s) and complete shipping address and a sequential shipment number for each;~~

~~\_\_\_\_\_ (2) Item number(s);~~

~~\_\_\_\_\_ (3) Quantity;~~

~~\_\_\_\_\_ (4) The FEDSTRIP requisition number and quantity for each when provided in the contract or shipping instructions; and~~

~~\_\_\_\_\_ (5) If applicable, bill of lading number and mode of shipment code.~~

#### **1846.672-4 Correction instructions.**

When, because of errors or omissions, it is necessary to correct the MIRR after distribution, it shall be revised by correcting the original master and distributing the corrected form. The corrections shall be made as follows:

~~\_\_\_\_\_ (a) Circle the error and place the corrected information in the same block. If space is limited, enter the corrected information in Block 16, referencing the error page and block.~~

~~—(b) When corrections are made to Blocks 15 or 17, enter the words "CORRECTIONS HAVE BEEN VERIFIED" on page 1. The authorized Government representative shall **[must]** date and sign immediately below the statement. This verification statement and signature are not required for other corrections.~~

~~—(c) MIRRs shall not be corrected for Block 19 and 20 entries.~~

~~—(d) Clearly mark pages of the MIRR requiring correction with the words "CORRECTED COPY", avoiding obliteration of any other entries. Even though corrections are made on continuation sheets only, also mark page 1 "CORRECTED COPY".~~

~~—(e) Page 1 and only those continuation pages marked "CORRECTED COPY" shall be distributed to the initial distribution. A complete MIRR with corrections shall be distributed to new addressee(s) created by error corrections.~~

#### **1846.672-5 Packing list instructions.**

Copies of the MIRR may be used as a packing list. The packing list copies shall be in addition to the copies of the MIRR required for distribution (see 1846.673) and shall be marked "PACKING LIST".

#### **1846.672-6 Receiving instructions.**

When the MIRR is used for receiving purposes, procedures shall be as prescribed by local directives. If acceptance or CQA and acceptance of supplies are required upon arrival at destination, see Block 21B for instructions.

#### **1846.673 Distribution of DD Forms 250 and [DD Form] 250e.**

~~—(a) DD Forms 250 and 250e shall be distributed in accordance with installation procedures.~~

~~—(b) The contractor is responsible for distributing DD Forms 250 and 250e in accordance with the provisions of the contract or instructions of the contracting officer.~~

#### **1846.674 [0] Contract clause.**

The contracting officer shall **[must]** insert the clause at 1852.246-72, Material Inspection and Receiving Report, in solicitations and contracts when there will be separate and distinct deliverables, even if the deliverables are not separately priced. The clause is not required for —

- (1) Contracts awarded using simplified acquisition procedures;
- (2) Negotiated subsistence contracts; or
- (3) Contracts for which the deliverable is a scientific or technical report. Insert number of copies and distribution instructions in paragraph (a).

### **Subpart 1846.7—Warranties**

#### **1846.703 Criteria for use of warranties.**

##### **1846.703-70 Additional criteria.**

In deciding whether to use a warranty clause, at least the following factors shall be considered in addition to those at FAR 46.703:

~~—(a) Cost of correction or replacement, either by the contractor or by another source, in the absence of a warranty;~~

~~—(b) The warranty as a deterrent against the furnishing of defective or nonconforming supplies;~~

~~—(c) Whether the contractor's quality program is reliable enough to provide adequate protection without a warranty, or, if not, whether a warranty would cause the contractor to institute an effective quality program;~~

~~—(d) Reliance on "brand name" integrity; and~~

~~—(e) Whether a warranty is regularly given for a commercial component of a more complex end item.~~

#### **~~1846.704 Authority for use of warranties.~~**

~~—(1) A warranty clause may be used when it is found to be in the best interests of the Government, after an analysis of the factors listed in 1846.703-70 and FAR 46.703.~~

~~—(2) Except for the warranty of commercial products and commercial services (see FAR 12.404 and 46.709), and warranties contained in Federal, military, or construction specifications, the decision to use a warranty clause or to include a warranty provision in a specification other than a Federal, military, or construction specification shall be made only upon the written authorization of the procurement officer or a designee. This decision may be made either for individual acquisitions or classes of acquisitions.~~

~~—(3) Warranties required by applicable architect-engineer specifications shall be included in construction contracts.~~

~~[PN 23-16]~~

#### **~~1846.770 Administration.~~**

~~When notified of a defect in warranted items, the contracting officer should ascertain whether the warranty is currently in effect and ensure that the contractor is given proper and timely notice of the defect.~~

### **Subpart 1846.70 — Counterfeit Electronic Part Detection and Avoidance.**

#### **1846.7000 Scope of subpart.**

This subpart implements section 823(c), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10).

(a) Prescribes policy and procedures for preventing counterfeit electronic parts and suspect counterfeit electronic parts from entering the supply chain when procuring electronic parts or end items, components, parts, or assemblies that contain electronic parts; and

(b) Applies to electronic parts when their presence in the NASA supply chain poses a danger to United States government astronauts, crew, and other personnel and a risk to the agency overall.

(c) Contracting officers, in consultation with the requiring activity, are responsible for making a determination concerning the applicability of this section and the appropriate use of the prescribed contract clauses.

~~/PN 20-08/~~

#### **1846.7001 Definitions.**

“Authentic part” means a new and unmodified part produced by the original component manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.

“Authentication” means a process to verify that a part is not counterfeit or suspect counterfeit.

“Authorized aftermarket manufacturer” means an organization that fabricates an electronic part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer, but has been qualified as trustworthy by a contractor or subcontractor as having met prescribed counterfeit electronic part detection and avoidance system criteria using established counterfeit prevention industry standards and processes.

“Covered contractor” means a contractor that supplies an electronic part, or a product that contains an electronic part, to NASA.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means a discrete electronic component, including a microcircuit, transistor, capacitor, resistor, or diode, that is intended for use in a safety or mission critical application.

“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

~~/PN 20-08/~~

#### **1846.7002 Policy.**

The government and its contractors and subcontractors at all tiers are required to obtain electronic parts as prescribed in this section, whether the electronic parts are procured as discrete items or contained in an assembly.

(a) The covered contractor and subcontractors at all tiers ~~shall~~ **[must]** obtain electronic parts that are in production or currently available in stock from—

- (1) The original manufacturers of the parts;
- (2) Their authorized dealers; or
- (3) Suppliers who obtain such parts exclusively from the original manufacturers of the parts or their authorized dealers.

(b) If electronic parts are not in production or currently available in stock from suppliers as stated in paragraph (a) of this section, the covered contractor ~~shall~~ **[must]** obtain electronic parts from NASA identified suppliers or contractor-approved suppliers for which—

- (1) The covered contractor assumes responsibility for the authenticity of parts; and
- (2) The covered contractor performs inspection, testing and authentication of parts; and
- (3) The covered contractor obtains traceability information for the electronic parts (e.g., data code, lot code, serial number) and provides this information to the contracting officer upon request; and
- (4) The selection of contractor-approved suppliers is subject to review and audit by the contracting officer.

(c) The covered contractor, including subcontractors, ~~shall~~ **[must]** notify the applicable NASA contracting officer in writing not later than 30 calendar days after the date the covered contractor becomes aware, or has reason to suspect, that any end item, component, part or material contained in supplies purchased by NASA, or purchased by a covered contractor or subcontractor for delivery to, or on behalf of, NASA, contains a counterfeit electronic part or suspect counterfeit electronic part.

~~/PN 20-08/~~

#### **1846.7003 Contract clause.**



For acquisitions with covered contractors as defined in section 1846.7001, **[the contracting officer must include]** use the clause 1852.246-74, Contractor Counterfeit Electronic Part Detection and Avoidance, in solicitations and contracts, when procuring—

- (a) Electronic parts;
- (b) End items, components, parts, or assemblies containing electronic parts; or
- (c) Services, if the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service.

~~/PN 20-08/~~

\*\*\*\*\*

## PART 1852 SOLICITATION PROVISIONS AND CONTRACT CLAUSES

\*\*\*\*\*

### Subpart 1852.2—Text of Provisions and Clauses

\*\*\*\*\*

#### **1852.246-70 Reserved.**

#### **1852.246-71 Government Contract Quality Assurance Functions.**

As prescribed in 1846.470, insert the following clause:

#### GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS [(SEP 2025) (DEVIATION)] (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	Quality Assurance Function	Location

[Insert the items involving quality assurance, the quality assurance functions, and where the functions will be performed.]

(End of clause)

#### **1852.246-72 Material Inspection and Receiving Report.**

As prescribed in 1846.674[0], insert the following clause:

MATERIAL INSPECTION AND RECEIVING REPORT  
(~~APR 2015~~)-(SEP 2025) (DEVIATION)

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

[Insert number of copies and distribution instructions]

(b) The Contractor ~~shall~~ [must] prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor ~~shall~~ [must] enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which ~~shall~~ [must] be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor ~~shall~~ [must] list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor ~~shall~~ [must] forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**1852.246-73 Human Space Flight Item.**

As prescribed in 1846.370, insert the following clause:

HUMAN SPACE FLIGHT ITEM (SEP 2025) (DEVIATION)  
(~~MAR 1997~~)

The Contractor ~~shall~~ [must] include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of clause)

**1852.246-74 Contractor Counterfeit Electronic Part Detection and Avoidance.**

As prescribed in 1846.7003, ~~use~~ [insert] the following clause:

CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE.  
(~~OCT 2023~~)-(SEP 2025) (DEVIATION)

(a) Definitions. As used in this clause—

“Authentic part” means a new and unmodified part produced by the original component manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.

“Authentication” means a process to verify that a part is not counterfeit or suspect counterfeit.

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer, but has been qualified by the contractor or subcontractor approved by the contractor or government as having met prescribed counterfeit electronic part detection and avoidance system criteria using established counterfeit prevention industry standards and processes.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means a discrete electronic component, including a microcircuit, transistor, capacitor, resistor, or diode, that is intended for use in a safety or mission critical application (section 823 (d)(2) of Pub L. 115-10).

“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Sources of Electronics Parts.

In accordance with section 823(c)(3), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the covered contractor ~~shall~~**[must]** —

(1) Obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—

- (i) The original manufacturers of the parts;
- (ii) Their authorized dealers; or
- (iii) Suppliers who obtain such parts exclusively from the original manufacturers of the parts or their authorized dealers;

(2) If electronic parts are not in production or currently available in stock from suppliers as stated in paragraph (b) of this clause, the covered contractor ~~shall~~ **[must]** obtain electronic parts from NASA identified suppliers or contractor-approved suppliers for which—

- (i) The covered contractor assumes responsibility for the authenticity of parts; and
- (ii) The covered contractor performs inspection, testing and authentication of parts; and
- (iii) The covered contractor obtains traceability information for the electronic parts (e.g., data code, lot code, serial number) and provides this information to the contracting officer upon request; and
- (iv) The selection of contractor-approved suppliers is subject to review and audit by the contracting officer.

(c) Notification. The covered contractor, including subcontractors, ~~shall~~ **[must]** notify the NASA contracting officer in writing not later than 30 calendar days after the date the covered contractor becomes aware, or has reason to suspect, that any end item, component, part or material contained in supplies purchased by NASA, or purchased by a covered contractor or subcontractor for delivery to, or on behalf of, NASA, contains a counterfeit electronic part or suspect counterfeit electronic part

(d) Costs related to counterfeit electronic parts and suspect counterfeit electronic parts. In accordance with section 823(c)(2)(B), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the costs of counterfeit electronic parts and suspect counterfeit electronic parts and the costs of rework or corrective action that may be required to remedy the use or inclusion of such parts are unallowable, unless—

- (1) The covered contractor has a system to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts that has been reviewed and approved by NASA or the Department of Defense pursuant to 48 CFR 244.303; and
- (2) The covered contractor, including a subcontractor, notifies the applicable NASA contracting officer in writing in accordance with paragraph (c) of this clause; or
- (3) The counterfeit electronic parts or suspect counterfeit electronic parts were provided to the covered contractor as Government property in accordance with part 45 of the Federal Acquisition Regulation.

(e) Subcontracts. The covered contractor ~~shall~~ **[must]** insert this clause, including this paragraph (e), in subcontracts for-

- (1) Electronic parts;
- (2) End items, components, parts, or assemblies containing electronic parts; or
- (3) Services where the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service, including subcontracts for commercial products and services that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer. The covered contractor ~~shall~~ **[must]** not alter the clause other than to identify appropriate parties.

(f) Corrective Action. In the event that the covered contractor supplies a counterfeit electronic part, suspect counterfeit electronic part or end item, component, or assembly containing a counterfeit electronic part to NASA, the covered contractor ~~shall~~ **[must]** take such corrective actions as the Administrator considers necessary to remedy the use or inclusion of additional counterfeit electronic parts, suspect counterfeit electronic part or end items, components, or assemblies containing a counterfeit electronic part.

(End of clause)

~~*[PN 20-08, PN 23-16]*~~

\*\*\*\*\*

CLEAN REGULATORY VERSION WITH CHANGES INCORPORATED:

**PART 1846  
QUALITY ASSURANCE**

**TABLE OF CONTENTS**

<b>SUBPART</b> 1846.370	<b>1846.3</b>	<b>CONTRACT CLAUSES</b> NASA contract clauses.
<b>SUBPART</b> 1846.470	<b>1846.4</b>	<b>GOVERNMENT CONTRACT QUALITY ASSURANCE</b> Contract clause.
<b>SUBPART</b> 1846.601 1846.670	<b>1846.6</b>	<b>MATERIAL INSPECTION AND RECEIVING REPORTS</b> General. Contract clause.
<b>SUBPART</b> 1846.7000 1846.7001 1846.7002 1846.7003	<b>1846.70</b>	<b>COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE.</b> Scope of subpart. Definitions. Policy. Contract clause.

## **PART 1846 QUALITY ASSURANCE**

### **Subpart 1846.3—Contract Clauses**

#### **1846.370 NASA contract clauses.**

The contracting officer must insert the clause at 1852.246-73, Human Space Flight Item, in solicitations and contracts for human space flight hardware and flight-related equipment if the highest available quality standards are necessary to ensure astronaut safety.

### **Subpart 1846.4—Government Contract Quality Assurance**

#### **1846.470 Contract clause.**

The contracting officer may insert a clause substantially as stated at 1852.246-71, Government Contract Quality Assurance Functions, in solicitations and contracts to specify the location(s) of quality assurance functions.

### **Subpart 1846.6—Material Inspection and Receiving Reports**

#### **1846.601 General.**

See the [NASA Material Inspection and Receiving Reports Procedures and Instructions](#), for the use, preparation, and distribution of-

- (1) The Material Inspection and Receiving Report (MIRR), (DD Form 250 series); and
- (2) Commercial shipping/packing lists to evidence Government inspection (see FAR 46.401) and acceptance (see FAR 46.501).

#### **1846.670 Contract clause.**

The contracting officer must insert the clause at 1852.246-72, Material Inspection and Receiving Report, in solicitations and contracts when there will be separate and distinct deliverables, even if the deliverables are not separately priced. The clause is not required for —

- (1) Contracts awarded using simplified acquisition procedures;
- (2) Negotiated subsistence contracts; or
- (3) Contracts for which the deliverable is a scientific or technical report. Insert number of copies and distribution instructions in paragraph (a).

### **Subpart 1846.70 — Counterfeit Electronic Part Detection and Avoidance.**

#### **1846.7000 Scope of subpart.**

This subpart implements section 823(c), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10).

(a) Prescribes policy and procedures for preventing counterfeit electronic parts and suspect counterfeit electronic parts from entering the supply chain when procuring electronic parts or end items, components, parts, or assemblies that contain electronic parts; and

(b) Applies to electronic parts when their presence in the NASA supply chain poses a danger to United States government astronauts, crew, and other personnel and a risk to the agency overall.

(c) Contracting officers, in consultation with the requiring activity, are responsible for making a determination concerning the applicability of this section and the appropriate use of the prescribed contract clauses.

#### **1846.7001 Definitions.**

“Authentic part” means a new and unmodified part produced by the original component manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.

“Authentication” means a process to verify that a part is not counterfeit or suspect counterfeit.

“Authorized aftermarket manufacturer” means an organization that fabricates an electronic part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repack, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer but has been qualified as trustworthy by a contractor or subcontractor as having met prescribed counterfeit electronic part detection and avoidance system criteria using established counterfeit prevention industry standards and processes.

“Covered contractor” means a contractor that supplies an electronic part, or a product that contains an electronic part, to NASA.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means a discrete electronic component, including a microcircuit, transistor, capacitor, resistor, or diode, that is intended for use in a safety or mission critical application.



“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

### **1846.7002 Policy.**

The government and its contractors and subcontractors at all tiers are required to obtain electronic parts as prescribed in this section, whether the electronic parts are procured as discrete items or contained in an assembly.

(a) The covered contractor and subcontractors at all tiers must obtain electronic parts that are in production or currently available in stock from—

- (1) The original manufacturers of the parts;
- (2) Their authorized dealers; or
- (3) Suppliers who obtain such parts exclusively from the original manufacturers of the parts or their authorized dealers.

(b) If electronic parts are not in production or currently available in stock from suppliers as stated in paragraph (a) of this section, the covered contractor must obtain electronic parts from NASA identified suppliers or contractor-approved suppliers for which—

- (1) The covered contractor assumes responsibility for the authenticity of parts; and
- (2) The covered contractor performs inspection, testing and authentication of parts; and
- (3) The covered contractor obtains traceability information for the electronic parts (e.g., data code, lot code, serial number) and provides this information to the contracting officer upon request; and
- (4) The selection of contractor-approved suppliers is subject to review and audit by the contracting officer.

(c) The covered contractor, including subcontractors, must notify the applicable NASA contracting officer in writing not later than 30 calendar days after the date the covered contractor becomes aware, or has reason to suspect, that any end item, component, part or material contained in supplies purchased by NASA, or purchased by a covered contractor or subcontractor for delivery to, or on behalf of, NASA, contains a counterfeit electronic part or suspect counterfeit electronic part.

### **1846.7003 Contract clause.**

For acquisitions with covered contractors as defined in section 1846.7001, the contracting officer must include the clause 1852.246-74, Contractor Counterfeit Electronic Part Detection and Avoidance, in solicitations and contracts, when procuring—

- (a) Electronic parts;
- (b) End items, components, parts, or assemblies containing electronic parts; or
- (c) Services, if the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service.

\*\*\*\*\*

## **PART 1852 SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

\*\*\*\*\*

### **Subpart 1852.2—Text of Provisions and Clauses**

\*\*\*\*\*

#### **1852.246-70 Reserved.**

#### **1852.246-71 Government Contract Quality Assurance Functions.**

As prescribed in 1846.470, insert the following clause:

#### **GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (SEP 2025) (DEVIATION)**

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

<b>Item</b>	<b>Quality Assurance Function</b>	<b>Location</b>

[Insert the items involving quality assurance, the quality assurance functions, and where the functions will be performed.]

(End of clause)

#### **1852.246-72 Material Inspection and Receiving Report.**

As prescribed in 1846.670, insert the following clause:

#### **MATERIAL INSPECTION AND RECEIVING REPORT (SEP 2025) (DEVIATION)**

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

[Insert number of copies and distribution instructions]

(b) The Contractor must prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor must enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which must be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor must list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor must forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**1852.246-73 Human Space Flight Item.**

As prescribed in 1846.370, insert the following clause:

**HUMAN SPACE FLIGHT ITEM (SEP 2025) (DEVIATION)**

The Contractor must include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of clause)

**1852.246-74 Contractor Counterfeit Electronic Part Detection and Avoidance.**

As prescribed in 1846.7003, insert the following clause:

**CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE.  
(SEP 2025) (DEVIATION)**

(b) Definitions. As used in this clause—

“Authentic part” means a new and unmodified part produced by the original component manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.

“Authentication” means a process to verify that a part is not counterfeit or suspect counterfeit.

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer but has been qualified by the contractor or subcontractor approved by the contractor or government as having met prescribed counterfeit electronic part detection and avoidance system criteria using established counterfeit prevention industry standards and processes.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means a discrete electronic component, including a microcircuit, transistor, capacitor, resistor, or diode, that is intended for use in a safety or mission critical application (section 823 (d)(2) of Pub L. 115-10).

"Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Sources of Electronics Parts.

In accordance with section 823(c)(3), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the covered contractor must —

(1) Obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—

- (i) The original manufacturers of the parts;
- (ii) Their authorized dealers; or
- (iii) Suppliers who obtain such parts exclusively from the original manufacturers of the parts or their authorized dealers;

(2) If electronic parts are not in production or currently available in stock from suppliers as stated in paragraph (b) of this clause, the covered contractor must obtain electronic parts from NASA identified suppliers or contractor-approved suppliers for which—

- (i) The covered contractor assumes responsibility for the authenticity of parts; and
- (ii) The covered contractor performs inspection, testing and authentication of parts; and
- (iii) The covered contractor obtains traceability information for the electronic parts (e.g., data code, lot code, serial number) and provides this information to the contracting officer upon request; and
- (iv) The selection of contractor-approved suppliers is subject to review and audit by the contracting officer.

(c) Notification. The covered contractor, including subcontractors, must notify the NASA contracting officer in writing not later than 30 calendar days after the date the covered contractor becomes aware, or has reason to suspect, that any end item, component, part or material contained in supplies purchased by NASA, or purchased by a covered contractor or subcontractor for delivery to, or on behalf of, NASA, contains a counterfeit electronic part or suspect counterfeit electronic part

(d) Costs related to counterfeit electronic parts and suspect counterfeit electronic parts. In accordance with section 823(c)(2)(B), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the costs of counterfeit electronic parts and suspect counterfeit electronic parts and the costs of rework or corrective action that may be required to remedy the use or inclusion of such parts are unallowable, unless—

(1) The covered contractor has a system to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts that has been reviewed and approved by NASA or the Department of Defense pursuant to 48 CFR 244.303; and

(2) The covered contractor, including a subcontractor, notifies the applicable NASA contracting officer in writing in accordance with paragraph (c) of this clause; or

(3) The counterfeit electronic parts or suspect counterfeit electronic parts were provided to the covered contractor as Government property in accordance with part 45 of the Federal Acquisition Regulation.

(e) Subcontracts. The covered contractor must insert this clause, including this paragraph (e), in subcontracts for-

- (1) Electronic parts;
- (2) End items, components, parts, or assemblies containing electronic parts; or
- (3) Services where the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service, including subcontracts for commercial products and services that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer. The covered contractor must not alter the clause other than to identify appropriate parties.

(f) Corrective Action. In the event that the covered contractor supplies a counterfeit electronic part, suspect counterfeit electronic part or end item, component, or assembly containing a counterfeit

electronic part to NASA, the covered contractor must take such corrective actions as the Administrator considers necessary to remedy the use or inclusion of additional counterfeit electronic parts, suspect counterfeit electronic part or end items, components, or assemblies containing a counterfeit electronic part.

(End of clause)

\*\*\*\*\*