

**NNJ14GA09B\_Sabatier Flowdowns\_10-11-2023****U.S. GOVERNMENT CLAUSES**

**Prime Contract Number: NNJ14GA09B**  
**Prime Contract Program name: Sabatier**  
**Date of Creation-Update: 10-11-2023**

***The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.***

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer’s customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**CLAUSES INCORPORATED BY REFERENCE:**

*The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.*

**FAR CLAUSES**

*The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.*

Reference	Date	Clause
52.203-17	APR 2014	Contractor Employee Whistleblower Rights and Requirement to Inform Employee of Whistleblower rights
52.204-27	JUN 2023	Prohibition on a ByteDance Covered Application
52.212-4	SEP 2023	Contract Terms and Conditions-Commercial Items
52.212-5	DEC 2022	Contract and Conditions Required to implement Statutes or Executive Orders-Commercial Products and Commerical Services
52.219-8	OCT 2022	Utilization of Small Business Concerns
52.219-9	OCT 2022	Small Business Subcontracting Plan
52.227-14	MAY 2014	Rights in Data-General
52.245-1	SEP 2021	Government Property
52.246-4	AUG 1996	Inspection of Services - Fixed Price
52.246-93	SEP 2013	Mulitple locations of inspection (GSFC 52.246-93)
52.252-2	FEB 1998	Clauses Incorporated by Reference

**NASA FAR SUPPLEMENT CLAUSES – NASA CONTRACTS:**

*NASA FAR Supplement Clauses NASA Contracts. The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.*

Reference	Date	Clause
1852.204-75	SEP 1989	Security Classification Requirements
1852.204-76	JAN 2011	Security Requirements for Unclassified Information
1852.208-81	NOV 2004	Restrictions on Printing and Duplicating
1852.209-71	DEC 1988	Limitation of Future Contracting
1852.211-70	SEP 2005	Packaging Handling and Transportation
1852.219-74	SEP 1990	Use of Rural Area Small Businesses
1852.219-75	MAY 1999	Small Business Subcontracting Reporting
1852.219-76	JUL 1997	NASA 8 Percent Goal
1852.223-70	APR 2002	Safety and Health

Reference	Date	Clause
1852.223-71	DEC 1998	Frequency Authorization
1852.223-73	NOV 2004	Safety and Health Plan
1852.223-74	MAR 1996	Drug and Alcohol-Free Workforce
1852.223-75	FEB 2002	Major Breach of Safety or Security, Alternate I (FEB 2006)
1852.223-75	OCT 2004	Major Breach of Safety or Security
1852.225-70	FEB 2000	Export Licenses
1852.227-11		Patent Rights – Retention by the Contractor (Short Form)
1852.227-70	MAY 2002	New Technology
1852.227-71	APR 1984	Requests for Waiver of Rights to Inventions
1852.227-72	JUL 1997	Designation of New Technology Representative and Patent Representative
1852.227-85	APR 1986	Invention Reporting and Rights - Foreign
1852.227-86	DEC 1987	Commercial Computer Software – Licensing
1852.228-76	OCT 2012	Cross-waiver of Liability of for International Space Station Activities
1852.228-78	OCT 2012	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches
1852.231-71	MAR 1994	Determination of Compensation Reasonableness
1852.234-1	NOV 2006	Notice of Earned Value Management System
1852.234-2	NOV 2006	Earned Value Management System
1852.237-71	JAN 1997	Pension Portability
1852.237-72	JUN 2005	Access to Sensitive Information
1852.237-73	JUN 2005	Release of Sensitive Information
1852.242-73	NOV 2004	NASA Contractor Financial Management Reporting
1852.243-72	APR 1998	Equitable Adjustments
1852.244-70	APR 1985	Geographic Participation in the Aerospace
1852.245-74	JAN 2011	Identification and Marking of Government Equipment
1852.245-78	JAN 2011	Physical Inventory of Capital Personal Property
1852.246-73	MAR 1997	Human Space Flight Item
1852.247-71	MAR 1989	Protection of the Florida Manatee