

NNM07AB03C_Prime Contract Flowdowns_09-13-2022
U.S. Government Clauses

Prime Contract Number: NNM07AB03C
Date of Creation: 12/15/2021
Flowdown Document Updated: 09-13-2022

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:

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
52.203-6	SEP 2006	Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds \$100,000.
52.203-7	MAY 2014	Anti-Kickback Procedures (MAY 2014). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.
52.203-8	MAY 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors, or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
52.203-10	MAY 2014	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010, or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
52.203-13	OCT 2015	Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days. 52.203-14 Display of Hotline Poster(s) (OCT 2015). This clause applies only if this contract exceeds \$5,500,000 and is not for a commercial item or is performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.
52.203-19	JAN 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

Reference	Date	Clause
52.204-2	AUG 1996	Security Requirements (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is require
52.204-7	JUL 2013	System for Award Management (JUL 2013).
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel. (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.204-10	OCT 2018	Reporting Executive Compensation And First-Tier Subcontract Awards (OCT 2018). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System for Award Management (SAM) in accordance with 52.204-7. The required information of 52.204-10 will be made public."
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."
52.208-8	AUG 2018	Required Sources for Helium and Helium Usage Data (AUG 2018). This clause applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b)(2), "Contracting Officer" shall mean "Buyer" and "10 days" shall be "5 days".
52.209-6	OCT 2015	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.
52.211-5	AUG 2000	Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.
52.211-15	APR 2008	Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.
52.215-2	OCT 2010	Audit and Records - Negotiation (OCT 2010). This clause applies only if this contract exceeds \$150,000 and (i) is cost-reimbursement,

Reference	Date	Clause
		incentive, time-and-materials, labor-hour, or price predeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.
52.215-10	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."
52.215-12	MAY 2018	Subcontractor Certified Cost or Pricing Data (2018-O0015) Deviation (MAY 2018). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to Buyer or Buyer's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."
52.215-14	OCT 2010	Integrity of Unit Prices (OCT 2010). This clause applies except for contracts at or below \$150,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions (OCT 2010). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).
52.215-18	JUL 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).
52.215-19	OCT 1997	Notification of Ownership Changes (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).
52.215-21	OCT 2010	Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). ALT II (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.
52.215-21 ALT II	OCT 1997	Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). ALT II (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.
52.215-23	OCT 2009	Limitations on Pass-Through Charges. (OCT 2009). ALT I (OCT 2009). This clause applies to all cost-reimbursement subcontracts that exceeds (i) \$100,000 if included in Buyer's customer RFP or customer

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		contract issued before October 1, 2010, or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.
52.215-23 ALT I	OCT 2009	Limitations on Pass-Through Charges. (OCT 2009). ALT I (OCT 2009). This clause applies to all cost-reimbursement subcontracts that exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010, or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.
52.219-8	OCT 2014	Utilization of Small Business Concerns (OCT 2014).
52.219-9	OCT 2015	Small-Business Subcontracting Plan (OCT 2015). ALT II (OCT 2001). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) The prime contract number is NNM07AB03C, (2) Buyer's DUNS number is 126368257 and (3) the Buyer official responsible for acknowledging or rejecting ISRs is (contact Buyer's Authorized Procurement Representative).
52.219-9 ALT II	OCT 2001	Small-Business Subcontracting Plan (OCT 2015). ALT II (OCT 2001). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official

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		responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) The prime contract number is NNM07AB03C, (2) Buyer's DUNS number is 126368257 and (3) the Buyer official responsible for acknowledging or rejecting ISRs is (contact Buyer's Authorized Procurement Representative).
52.222-1	FEB 1997	Notice to the Government of Labor Disputes (FEB 1997). Contracting Officer shall mean Buyer.
52.222-4	MAY 2018	Contract Work Hours and Safety Standards-Overtime Compensation (MAY 2018). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
52.222-20	MAY 2014	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014). This clause applies only if this contract exceeds \$15,000.
52.222-21	APR 2015	Prohibition of Segregated Facilities (APR 2015).
52.222-26	SEP 2016	Equal Opportunity (SEP 2016).
52.222-35	OCT 2015	Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.
52.222-36	JUL 2014	Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.
52.222-37	FEB 2016	Employment Reports on Veterans (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).
52.222-50	JAN 2019	Combating Trafficking in Persons (JAN 2019). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or

Reference	Date	Clause
		Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).
52.222-54	OCT 2015	Employment Eligibility Verification (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data Basic (JAN 1997), Alternate I (JUL 1995) . This clause applies only if Seller delivers hazardous material under this contract.
52.223-3 ALT I	JUL 1995	Hazardous Material Identification and Material Safety Data Basic (JAN 1997), Alternate I (JUL 1995) . This clause applies only if Seller delivers hazardous material under this contract.
52.223-7	JAN 1997	Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."
52.223-11	MAY 2001	Ozone Depleting Substances (MAY 2001).
52.223-18	AUG 2011	Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).
52.223-99	OCT 2021	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors Deviation (OCT 2021). This clause applies to contracts or subcontracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or outlying areas.
52.225-1	MAY 2014	Buy American - Supplies (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."
52.225-5		Trade Agreements (DEVIATION 20-02A) Deviation . In paragraph (b), the phrase "in the provision entitled "Trade Agreement Certificate" is deleted.
52.225-8	OCT 2010	Duty-Free Entry (OCT 2010). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of

Reference	Date	Clause
		shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.
52.225-13	JUN 2008	Restriction on Certain Foreign Purchases (JUN 2008).
52.227-1	DEC 2007	Authorization and Consent (Dec 2007) Alternate I (APR 1984).
52.227-1 ALT I	APR 1984	Authorization and Consent (Dec 2007) Alternate I (APR 1984).
52.227-2	DEC 2007	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.
52.227-11	MAY 2014	Patent Rights -- Ownership by the Contractor (MAY 2014). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.
52.227-14	MAY 2014	Rights in Data--General (MAY 2014). ALT II (DEC 2007). ALT III (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.
52.227-14 ALT II	DEC 2007	Rights in Data--General (MAY 2014). ALT II (DEC 2007). ALT III (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.
52.227-14 ALT III	DEC 2007	Rights in Data--General (MAY 2014). ALT II (DEC 2007). ALT III (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.
52.227-16	JUN 1987	Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
52.227-21	MAY 2014	Technical Data Declaration, Revision, and Withholding of Payments-Major Systems (MAY 2014). The term "Contracting Officer" shall mean "Buyer." In paragraph (b) (2), the term "Government" shall mean "Buyer."
52.230-6	JUN 2010	Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, H004 or H007 is included in this contract.
52.237-2	APR 1984	Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.
52.244-6	DEC 2015	Subcontracts for Commercial Items (DEC 2015). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.
52.245-1	JAN 2017	Government Property (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout

Reference	Date	Clause
		except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.
52.247-63	JUN 2003	Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.
52.247-64	FEB 2006	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
52.247-67	FEB 2006	Submission of Transportation documents for Audit (FEB 2006). This clause applies if the contract is a cost-reimbursement contract. Paragraph (a) (2) is deleted. Documents shall be submitted to Buyer as specified elsewhere in this contract.
52.248-1	OCT 2010	Value Engineering (OCT 2010). This clause applies only if this contract is for \$150,000 or more. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.) Seller's

Reference	Date	Clause
		share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.
52.251-1	APR 2012	Government Supply Sources (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.
52.253-1	JAN 1991	Computer Generated Forms (JAN 1991).

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
1852.203-71	AUG 2014	Requirement to Inform Employees of Whistleblower Rights (AUG 2014).
1852.204-76	APR 2021	Security Requirements for Unclassified Information Technology Resources Deviation (APR 2021). (DEVIATION 21-01). This clause applies if Seller or Seller's subcontractors process, manage, access or store NASA electronic information in support of the mission of the Agency. In paragraph (e), the term Contracting Officer means Buyer.
1852.208-81	NOV 2004	Restrictions on Printing and Duplicating (NOV 2004).
1852.211-70	SEP 2005	Packaging, Handling, and Transportation (SEP 2005).
1852.219-75	APR 2015	Small Business Subcontracting Reporting (APR 2015). This clause applies if FAR 52.219-9 is included in this contract.
1852.223-74	NOV 2015	Drug- and alcohol-free workforce. (NOV 2015). This clause is applicable if work is being performed by an employee in a sensitive position. All reporting to the Contracting Officer shall take place through Buyer.
1852.223-75	FEB 2002	Major Breach of Safety or Security (FEB 2002). This clause applies if this contract exceeds \$500,000. "Government" shall mean "Government or Buyer". "Contracting Officer" shall mean "Buyer".
1852.223-70	DEC 2015	Safety and Health Measures and Mishap Reporting. (DEC 2015). This clause applies if this contract is above the simplified acquisition threshold and the work will be conducted completely or partly on federally-controlled facilities.
1852.225-70	FEB 2000	Export Licenses Basic (FEB 2000)
1852.225-70 ALT I	FEB 2000	Export Licenses Basic (FEB 2000), Alternate I (FEB 2000).
1852.227-11	APR 2015	Patent Rights--Retention by the Contractor (Short Form) (APR 2015).
1852.227-70	APR 2015	New Technology - Other than a Small Business Firm or Nonprofit Organization (APR 2015). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

Reference	Date	Clause
1852.227-72	APR 2015	Designation of New Technology Representative and Patent Representative (APR 2015). This clause applies if this contract includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.
1852.227-86	APR 2015	Commercial Computer Software--License (APR 2015). This clause applies only if Seller's software will be delivered to NASA under licensing.
1852.234-2	APR 2015	Earned Value Management System. (APR 2015).
1852.237-72	JUN 2005	Access to Sensitive Information (JUN 2005).
1852.237-73	JUN 2005	Release of Sensitive Information (JUN 2005). This clause applies only if Seller may be required to furnish sensitive information in performance of this contract. Throughout the referenced clause, "this proposal" means Seller's proposal, and "this contract" means the contract between Buyer and Seller.
1852.242-72	OCT 2015	Denied Access to NASA Facilities (OCT 2015). This clause applies if the contract this contract requires Seller to have access to, physical entry into, and to the extent authorized, mobility within, a NASA facility.
1852.242-73	NOV 2004	NASA Contractor Financial Management Reporting (NOV 2004). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.
1852.244-70	APR 1985	Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.
1852.245-70	AUG 2015	Contractor Requests for Government-Provided Property (AUG 2015).
1852.245-73	JAN 2017	Financial Reporting of NASA Property in the Custody of Contractors (JAN 2017). This clause applies if Seller will have custody of NASA property. Seller will submit annual reports to Buyer no later than October 15th and monthly reports if required by paragraph (c)(3) shall be submitted no later than the 14th of each month.
1852.245-74	JAN 2011	Contractor Accountable On-Site Government Property (JAN 2011).
1852.245-76	JAN 2011	List of Government Property Furnished Pursuant to FAR 52.245-1 (JAN 2011).
1852.245-78	AUG 2015	Physical Inventory of Capital Personal Property (AUG 2015)
1852.245-79	JAN 2011	Records and Disposition Reports for Government Property with Potential Historic or Significant Real (JAN 2011).
1852.245-82	OCT 2017	OCCUPANCY MANAGEMENT REQUIREMENTS (OCT 2017). This clause applies when Seller will perform work in and around Government real property. Any necessary Contracting Officer approvals shall be obtained through Buyer.
1852.245-83	JAN 2011	Real Property Management Requirements (JAN 2011).
1852.246-73	MAR 1997	Human Space Flight Item (MAR 1997). 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

Reference	Date	Clause
		THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER.
1852.247-71	JUN 2018	Protection of the Florida Manatee (JUN 2018). This clause applies only if this contract requires deliveries, vessel operations, dockside work, or disassembly functions that will involve use of waterways inhabited by manatees.

Commercial Items: If goods or services being procured under this contract are commercial products and/or commercial services and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

Reference	Date	Clause
52.203-13	OCT 2015	Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days. 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."
52.209-6	OCT 2015	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.
52.219-8	OCT 2014	Utilization of Small Business Concerns (OCT 2014).
52.222-21	APR 2015	Prohibition of Segregated Facilities (APR 2015).
52.222-26	SEP 2016	Equal Opportunity (SEP 2016).
52.222-35	OCT 2015	Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.
52.222-36	JUL 2014	Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

Reference	Date	Clause
52.222-37	FEB 2016	Employment Reports on Veterans (FEB 2016). This clause applies if the Contract is \$150,000 or more.
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).
52.222-50	JAN 2019	Combating Trafficking in Persons (JAN 2019). The term “contractor” shall mean “Seller”, except in the paragraph (a) definition of Agent, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer, Buyer's Authorized Procurement representative” in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).
52.222-50 ALT I	MAR 2015	Combating Trafficking in Persons Alternate I (MAR 2015). The term “Contractor” shall mean “Seller”, except the term “prime contractor” shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): “If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller’s violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller’s violation caused the Government’s decision to impose a remedy on Buyer.” The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that

Reference	Date	Clause
		the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).
52.222-54	OCT 2015	Employment Eligibility Verification (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.
52.222-55	DEC 2015	Minimum Wages Under Executive Order 13658 (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer".
52.223-99	OCT 2021	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021). This clause applies to contracts or subcontracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or outlying areas.
52.225-26	JUL 2013	Contractors Performing Private Security Functions Outside the United States (JUL 2013).
52.232-40	DEC 2013	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.
52.244-6	DEC 2015	Subcontracts for Commercial Items (DEC 2015). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.
52.245-1	JAN 2017	Government Property (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.
52.247-64	FEB 2006	Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

CLAUSES INCORPORATED IN FULL TEXT:

Prime Contract Special Provisions: The following prime contract special provisions apply to this purchase order

NNM07AB03C NNM07AB03C.

A. ASBESTOS MATERIAL (MSFC 52.223-90) (AUG 2015)

During performance of this contract, Seller personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4663, are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall access <http://ais.ndc.nasa.gov/default.aspx> or contact MSFC's Environmental Engineering and Occupational Health (EEOH) Office for assistance. Seller shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

B. HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2016)

(a) If during the performance of this contract, Seller transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to MSFC, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Hazardous Material Management." Seller shall be responsible for ensuring that all Seller/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve Seller from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

C. SECURITY AND BADGING REQUIREMENTS (MSFC 52.204-91) (NOV 2016)

Performance of this contract may require access to facilities, information technology systems, and other resources at the Marshall Space Flight Center and/or the Michoud Assembly Facility. To obtain and maintain access, Seller shall comply with the applicable requirements from the latest revision of (1) NASA Procedural Requirements (NPR) 1600.1, "NASA Security Program Procedural Requirements," (2) NPR 1600.4, "Identity and Credential Management," (3) Marshall Procedural Requirements (MPR) 1600.1, "MSFC Security Program Procedural Requirements," (4) MPR 1600.4, "MSFC Identity, Credential, and Access Management," and (5) NASA Advisory Implementing Instruction (NAII) 1600.4, "Foreign National Access Management."

D. SECURITY / BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS (Applies to MSFC and MAF)

(a) An employee of a domestic MSFC Contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC Contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above,

advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

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

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

(d) Seller agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

E. INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS FOR GREEN RUN

(a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 52.250-1 Alt I and NASA FAR Supplement 1850.403 no later than 90 days prior to the event. Reference to these FAR and NASA FAR Supplement sections are not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

NOTE: For the purpose of paragraph (c)(1) of the clause at FAR 52.250-1, Alternate I, Indemnification Under Public Law 85-804 (APR 1984), the following is the definition of unusually hazardous risks (UHRs) under this Contract resulting from development, production, or integration of the SLS or Orion architecture (excluding UHRs resulting solely from payloads);

- a) The burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during testing, handling, storage, launch, or after launch or use of rocket engines or rocket motors with energized propellants;
- b) The burning, explosion, or detonation of rocket engines or rocket motors during testing, handling, storage, launch, or after launch or use of rocket engines or rocket motors with energized propellants;
- c) The burning, explosion, or detonation of any flight element or components during testing, handling, storage, launch, or after launch or use of rocket engines or rocket motors with energized propellants;
- d) The toxic or other unusually hazardous properties of chemicals or propellants (liquid, solid, or gaseous) or inert gases, their constituent ingredients, or their degradation products or energy sources during testing, handling, storage, launch, or after launch or use of rocket engines or rocket motors with energized propellants; or
- e) The flight, orbit, descent, or surface impact of any Orion or Space Launch System flight element or components or fragments thereof during or after launched including but not limited to impact with other spacecraft or components or fragments thereof or with U.S. Government property or third parties or third-party property.

F. MANDATORY AND REQUIRED TRAINING (MSFC 52.223-97) (NOV 2019)

All Seller personnel performing work onsite at MSFC or Michoud Assembly Facility (MAF) shall complete, in a timely manner, all applicable mandatory and required training courses listed below, as well as any other current or future training requirements specified in the Statement of Work, Performance Work Statement, Specifications, Applicable Documents (including NASA, MSFC and Organizational level directives), Data Requirements Descriptions, other contract clauses and/or the System for Administration, Training, and Educational Resources for NASA (SATERN). SATERN provides webbased access to many required training courses. Seller employees may be provided access to SATERN. Seller shall maintain training records for each employee, documenting the completion of this and any other required training. A list of the mandatory and required training including their titles, delivery method, frequency and target audience is accessible from the MSFC ExplorNet Web page at: <https://explornet.msfc.nasa.gov/docs/DOC-15683>. The content of the list and the training itself are subject to change without notice. Training for its employees and subcontractors shall be the responsibility of Seller. Some certification courses are offered to Seller on a limited space available basis, and MSFC makes no obligation to provide this training to Seller personnel. MSFC Contractors may develop their own training for those courses not provided, or obtain it from a qualified outside vendor. Seller developed or acquired training does not give rise to an equitable adjustment to contract value.

G. DATA MARKINGS

- (a) All data supporting the Government's insight /oversight role shall be marked with the following notice:

[Seller]Proprietary – Use and Distribution Limited as Follows:

These draft or preliminary 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 purpose of evaluation by support service contractors provided that the Government makes such disclosure subject to prohibition against further use and disclosure per NFS 1852.237- 72. This Notice expires at the end of the contract.

- (a) This Notice shall be marked on any reproduction of these data, in whole or in part.
- (b) All data delivered to the Government shall be marked in accordance with FAR 52.227-14 (Alternates II and III) or as otherwise expressly provided in this contract.

H. ENVIRONMENTAL-GENERAL CLAUSE (MSFC 52.223-92) (AUG 2010)

Sellers performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy" and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office.

Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Seller, and Seller loss of access to NASA/MSFC facilities.

I. MEDICAL SERVICES – (MSFC 52.223-96) (SEP 2018)

Sellers with employees requiring NASA-specific and Occupational Health and Safety Association (OSHA) required medical certification health examinations may utilize the MSFC Medical Center's service provider for such services; however, Seller is responsible for all associated costs and payments. The MSFC Medical Center's service provider is located in Building 4249 and is generally open between 7:00 a.m. and 4:30 p.m., Monday through Thursday and 7:00 a.m. to 3:30 p.m. every other Friday (excluding Government holidays, Center-approved closures, early dismissals, or delayed openings), coinciding with the MSFC flexible work schedule. Sellers should utilize the MSFC emergency medical services system for any incident that occurs at MSFC and which requires emergency medical treatment by dialing 911. Additional emergency contact numbers are accessible from the MSFC "Safety, Health and Environmental - SHE" Web site located on the ExplorNet Web page <https://explornet.msfc.nasa.gov/groups/safety-health-and-environmental-she>. Refer to MWI 1800.1, "MSFC Occupational Medicine" and MWI 3410.1, "Personnel Certification Program" for additional information.

J. NFS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES AND SCIENCE OR SPACE EXPLORATION ACTIVITIES (OCT 2012) (DEVIATED)

(a) The purpose of this clause is to implement a cross-waiver of liability among NASA contracts for development, production, or integration of the Space Launch System (SLS) and Orion architecture in support of Science or Space Exploration activities, including activities related to the International Space Station ("ISS") and any additional evolutionary capabilities utilizing Article 14 of the Intergovernmental Agreement for the ISS ("IGA"), including the civil lunar Gateway ("Gateway"). This cross-waiver of liability is intended to be broadly construed to achieve the objective of furthering participation in the exploration, exploitation, and use of outer space, and to extend the liability provisions of the IGA to NASA contractors.

(b) As used in this clause and for purposes of this Contract, the term:

1. "Agreement" refers to any NASA Space Act agreement or contract that contains the crosswaiver of liability provisions authorized by 14 CFR Part 1266.102 or Part 1266.104 or the crosswaiver in this clause.
2. "Damage" means:

- (i) Bodily injury to, or other impairment of health of, or death of, any person;
- (ii) Damage to, loss of, or loss of use of any property;
- (iii) Loss of revenue or profits; or
- (iv) Other direct, indirect, or consequential Damage

3. "Launch" means the intentional ignition of the first-stage motor(s) of a Launch Vehicle intended to place or try to place a Launch Vehicle (which may or may not include any Transfer Vehicle, Payload or crew) from Earth:

- (i) in a suborbital trajectory;
- (ii) in Earth orbit in outer space;
- (iii) in lunar orbit; or
- (iv) otherwise in outer space,
- (v) including Launch Services activities involved in the preparation of a Launch Vehicle, Transfer Vehicle or Payload for launch.

4. "Launch Services" means:

- (i) Activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, Payload, or crew (including crew training), if any, for launch; and
- (ii) The conduct of a Launch

5. "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

6. "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, The Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor Agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.

7. "Party" means a party to an Agreement involving development, production or integration of the SLS or Orion architecture, or activities in connection with the ISS or Gateway, including the Parties to this Contract.

8. "Payload" means all property to be flown or used on or in a Launch Vehicle, Transfer Vehicle, the ISS, and/or the Gateway and element(s) thereof.

9. "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, Gateway activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space performed in implementation of a mission for science or space exploration using the SLS or Orion, the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, or contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, other components of the SLS or Orion architecture, the ISS, the Gateway, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. “Protected Space Operations” also includes all activities related to evolution of the ISS (which includes Gateway), as provided for in Article 14 of the IGA. “Protected Space Operations” excludes activities on Earth which are conducted on return from space to develop further a Payload's product or process for use other than for activities in implementation of the IGA or this contract.

10. “Reentry” means to purposefully return or attempt to return, through completion of recovery, a Transfer Vehicle, Payload, or crew from the Gateway, Earth orbit, or outer space to Earth.

11. “Reentry Services” means:

(i) Activities involved in the preparation of a Transfer Vehicle, Payload, or crew (including crew training), if any, for Reentry; and

(ii) The conduct of a Reentry through completion of recovery.

12. “Related Entity” means

(i) A contractor or subcontractor of a Party or a Partner State at any tier;

(ii) A user or customer of a Party or a Partner State at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms “contractor” and “subcontractor” include suppliers of any kind.

13. “Space Station” means the International Space Station, and any additional evolutionary capabilities made pursuant to Article 14 of the IGA, including the civil lunar Gateway.

14. “Transfer Vehicle” means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location of a space object.

(c) Cross-waiver of liability:

1. Seller agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) A Party as defined in (b)(7) of this clause;

(ii) A Partner State, including the United States of America;

(iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or

(iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

2. In addition, Seller shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its Related Entities at any tier by requiring them, by contract or otherwise to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and

(ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

3. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972 where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

4. Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between Seller and its own Related Entities or between its Related Entities;

(ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this crosswaiver) for bodily injury to, or other impairment of health of, or death of, such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for Damage resulting from a failure of Seller to extend the cross-waiver of liability to its subcontractors or related entities, pursuant to paragraph (c)(2) of this clause;

(vi) Claims by the Government arising out of or relating to Seller's failure to perform its obligations under this Contract.

5. Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(d) Waiver of claims Between the Government and Seller:

1. This clause provides for a reciprocal waiver of claims between the Government and the Seller and their Related Entities as described in paragraph (c) above. This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the contract or to rights and obligations arising from activities that are not within the scope of this Contract.

2. Pursuant to paragraph (c)(2), Seller shall extend this waiver of claims to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the Government and its Related Entities.

(e) This cross-waiver of liability shall not be applicable to activities subject to a license issued by the Federal Aviation Administration (FAA) in accordance with 51 U.S.C. 50901 et seq.

K. INFORMATION RELEASES AND PUBLICATIONS

(a) . Technical Assessment of Data - During the performance of this contract, if data relating to this contract are proposed for external release through oral or written presentations at professional meetings, seminars, and symposia, or in articles to be published in professional, scientific, and technical journals, or similar media (i.e., Marshall Space Flight Center [MSFC] Public Affairs Office [PAO] videos, photographs, etc.), Seller will request a review and assessment (of the technical content) by MSFC of such publications. Such request should be forwarded to Buyer at least 3 weeks in advance of the desired MSFC response date, to provide sufficient time for review and comments to Seller. (NOTE: The Contractor is responsible for all Export Control Review and Approval prior to this NASA Assessment.)

B. ITAR Approval of Data – Additional approvals are required if the meeting, seminar, symposia, or article is either 1) requested by NASA or 2) if a NASA employee is a co- author of the presentation. In either of these cases, the data will require Export Control Approval by NASA. Such request should be forwarded to Buyer at least 8 weeks in advance of the desired MSFC Approval date. NASA will obtain approval via the Documentation Availability Authorization Form 1676. (Note: Seller is responsible for all Export Control Review and Approval prior to this NASA Export Approval.)

L. LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DEC1988)

(a) The CO has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors/Seller is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is to be determined.

(c) The restrictions upon future contracting are as follows:

(1) If Seller, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, Seller shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the CO and Buyer, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require Seller to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, Seller shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

M. DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

(a) If Seller 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), Seller shall make a prompt and full disclosure in writing to Buyer. This disclosure shall include a description of the action Seller has taken or proposes to take in order to resolve the conflict.

(b) Mitigation plan. If there is a mitigation plan in the contract, Seller 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.