

1. These Supplemental Terms and Conditions are in addition to the Raytheon Technologies Corporation Standard Terms and Conditions of Purchase and the RTX Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts (revision as indicated elsewhere in this order or subcontract). These Supplement Terms and Conditions are invoked under NASA Prime Contract No. NNH15CN76C. In the event of a conflict between a provision in this document and Buyer's Standard Terms and Conditions of Purchase, the Standard Terms and Conditions of Purchase shall control to the extent permitted by law except for newer versions of clauses contained herein.

2. Supplier shall incorporate the applicable Clauses in each lower-tier subcontract placed in support of this Order.

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## **Next Space Technologies for Exploration Partnerships (NextSTEP)**

### **Subcontractor Flow Downs**

Under the Next Space Technologies for Exploration Partnerships (NextSTEP) prime contract with NASA, the following contract clauses as prescribed are applicable and required to be flowed down to Northrop Grumman's subcontractors.

#### **1. DPAS Rating: DO-C9**

#### **2. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)**

(a) The SUBCONTRACTOR shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA- STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would

have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the SUBCONTRACTOR shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA/Lyndon B. Johnson Space Center  
JSC Central Receiving, Building 420  
Recipient Mail Code: Name/Phone  
Number: Contract or Task Order #:  
2101 NASA Parkway  
Houston TX 77058

(f) The SUBCONTRACTOR shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

### **3. EXPORT LICENSES (1852.225-70) (FEB 2000)**

(a) The SUBCONTRACTOR shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this subcontract. In the absence of available license exemptions/exceptions, the SUBCONTRACTOR shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The SUBCONTRACTOR shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this subcontract, including instances where the work is to be performed on-site at a NASA installation, where the foreign person will have access to export-controlled technical data or software.

(c) The SUBCONTRACTOR shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The SUBCONTRACTOR shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

#### **4. CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION AND GATEWAY ACTIVITIES (1852.228-76) (OCT 2012) (DEVIATED)**

(a) The Intergovernmental Agreement for the International Space Station (“ISS”) (hereinafter, the “IGA”) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS and any addition of evolutionary capabilities utilizing Article 14 of the IGA, including the civil lunar Gateway (“Gateway”). The cross-waiver of liability in this clause is intended to be broadly construed to achieve this objective.

(b) As used in this clause, the term:

(1) “Agreement” refers to any NASA Space Act agreement or contract that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.

(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 the 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 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 activities in connection with the Gateway, including this contract.

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

(9) “Protected Space Operations” for the purposes of this Contract, means all Launch or Transfer Vehicle activities, Gateway activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space performed in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, and 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, 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 the Gateway to develop further a Payload's product or process for use other than for

Gateway-related activities in implementation of the IGA.

(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 NASA, NORTHROP GRUMMAN, SUBCONTRACTOR, or a Partner State at any tier;
- ii. A user or customer of NASA, NORTHROP GRUMMAN, SUBCONTRACTOR, or a Partner State at any tier; or
- iii. A contractor or subcontractor of a user or customer of NASA, NORTHROP GRUMMAN, SUBCONTRACTOR 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 on a space object.

(c) Cross-waiver of liability:

(1) The SUBCONTRACTOR agrees to a cross-waiver of liability pursuant to which SUBCONTRACTOR 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, the SUBCONTRACTOR shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause, to its subcontractors 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 subcontractors 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 the SUBCONTRACTOR 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 cross-waiver) 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 the contractor to extend the

prime contract cross-waiver of liability to its subcontractors or related entities, pursuant to paragraph (c)(2) of this clause;

vi. Claims by a Party to the Prime Contract arising out of or relating to the other Party's failure to perform its obligations under that 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 NORTHROP GRUMMAN and SUBCONTRACTOR:

(1) This clause provides for a reciprocal waiver of claims between the NORTHROP GRUMMAN and the SUBCONTRACTOR 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 Subcontract or to rights and obligations arising from activities that are not within the scope of this Subcontract.

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

(e) Under the Prime Contract, NORTHROP GRUMMAN may be required to obtain a Federal Aviation Administration (FAA) license, in accordance with 51 U.S.C. 50901 et seq., for all Launch and Reentry Services under the Prime Contract. The waivers of claims in this clause shall apply to activities under this Subcontract, except that the waiver of claims between the Government, Northrop Grumman and the SUBCONTRACTOR under paragraphs (d)(1) and (d)(2) shall not be applicable for phases of Launch Serves and Reentry Services that are subject to the FAA license.

(End of Clause)

## **5. ADMINISTRATIVE LEAVE (52.242-94) (SEP 2008) (JSC INSTRUCTION)**

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. SUBCONTRACTOR personnel working on-site; and
2. SUBCONTRACTOR personnel dedicated to the Subcontract effort who are a) working off-site within 10 miles of JSC; and

3. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.)

However, the SUBCONTRACTOR shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by NORTHROP GRUMMAN.

(b) Administrative leave granted under this clause shall be subject to modification or termination by NORTHROP GRUMMAN and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the SUBCONTRACTOR for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the SUBCONTRACTOR's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this Subcontract for employees in accordance with the SUBCONTRACTOR's established accounting policy.

2. For fixed price contracts based on other than labor hours for deliverables, NORTHROP GRUMMAN and SUBCONTRACTOR shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The SUBCONTRACTOR shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

## **6. RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they

constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This subcontract may use restricted funding that was appropriated on or after April 25, 2011. The SUBCONTRACTOR shall not contract with China or Chinese-owned companies for any effort related to this subcontract except for acquisition of commercial and non-developmental items. If the SUBCONTRACTOR anticipates making an award to China or Chinese-owned companies, the SUBCONTRACTOR must contact the point of contact in this subcontract to determine if funding on this subcontract can be used for that purpose.

(d) Subcontracts - The SUBCONTRACTOR shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

## **7. BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (52.204-21) (JUN 2016)**

(a) Definitions. As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

The SUBCONTRACTOR shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for



basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

1. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
2. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
3. Verify and control/limit connections to and use of external information systems.
4. Control information posted or processed on publicly accessible information systems.
5. Identify information system users, processes acting on behalf of users, or devices.
6. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
7. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
8. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
9. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
10. Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
11. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
12. Identify, report, and correct information and information system flaws in a timely manner.
13. Provide protection from malicious code at appropriate locations within organizational information systems.
14. Update malicious code protection mechanisms when new releases are available.

15. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(c) *Other requirements.* This clause does not relieve the SUBCONTRACTOR of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(d) *Subcontracts.* The SUBCONTRACTOR shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

## **8. SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 18-04) (52.215-12) (JUL 2018)**

(a) Before awarding any subcontract expected to exceed \$2,000,000; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2,000,000, the SUBCONTRACTOR shall require its subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The SUBCONTRACTOR shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the SUBCONTRACTOR shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

(End of clause)

## **9 EQUAL OPPORTUNITY FOR VETERANS (52.222-35) (OCT 2015)**

(a) *Definitions.* As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The SUBCONTRACTOR shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the SUBCONTRACTOR to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The SUBCONTRACTOR shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## **10. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (52.222-36) (JUL 2014)**

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## 11. RIGHTS IN DATA

(a) NORTHROP GRUMMAN shall obtain from its subcontractors all data and rights therein necessary to fulfill NORTHROP GRUMMAN's obligations to NASA under the NextSTEP contract in accordance with the following *Data Rights provision(s)*.

FAR 52.227-14 (May 2014) (Alternate II) (Dec 2007) (Alternate III) (Dec 2007) as modified by NASA FAR Supplement 1852.227-14 (Apr 2015)

(End of Clause)

### (b) IDENTIFICATION and REPRESENTATION

#### i. Definition:

"Unidentified data" are data containing a restrictive or limiting marking whether or not the marking is authorized by this Subcontract and not previously identified in an existing Identification and Representation of Limited Rights Data and Restricted Computer Software in accordance with paragraph (viii) of this clause.

- ii. Pursuant to FAR 52.227-15(b), SUBCONTRACTOR is required to identify and represent limited rights data and restricted computer software necessary for fulfilling the prime contract data delivery requirements. SUBCONTRACTOR shall use the tabular format in paragraph (viii) of this clause for identifying and representing qualifying limited rights data and restricted computer software pursuant to FAR 52.227-15(b), and it shall be signed by an official authorized to contractually obligate SUBCONTRACTOR.
- iii. If requested by the prime Contracting Officer, SUBCONTRACTOR shall provide or make available to NGIS and the prime Contracting Officer for inspection sufficient recorded information to justify the validity of limited rights data or restricted computer software identified pursuant to FAR 52.227-15(b).
- iv. Subcontracting. If applicable, the SUBCONTRACTOR shall obtain from its subcontractors sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in paragraph (viii) of this clause necessary to fulfill the SUBCONTRACTOR's obligation in paragraph (iii) of this clause. If a subcontractor refuses to accept terms affording the SUBCONTRACTOR to provide such sufficient recorded information to NGIS and the prime Contracting Officer, the SUBCONTRACTOR shall promptly notify NGIS of the refusal and shall not proceed with the subcontract award without authorization in writing from NGIS.

- v. In addition to the representations made pursuant to FAR 52.227-15, other representations may be made after award when based on new information or inadvertent omission. Such identification and representations may be made after award whereby the SUBCONTRACTOR shall submit a request to NGIS as soon as practicable after initial identification in the tabular format of paragraph (viii) of this clause and signed by an official authorized to contractually obligate the SUBCONTRACTOR. NGIS will submit the request to the prime Contracting Officer who will consider such a request and determine whether or not to accept the request.
- vi. If NGIS notifies the SUBCONTRACTOR in writing of unidentified data delivered under this Subcontract and the SUBCONTRACTOR fails to:
  - a. provide written justification to substantiate the unidentified data are properly identified in an existing Identification and Representation of Limited Rights Data and Restricted Computer Software, or
  - b. provide a new Identification and Representation of Limited Rights Data and Restricted Computer Software in accordance with paragraph (i) of this clause within 45 days after receipt of such written notice,then the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- vii. Identifications and representations of data to be delivered with limited or restricted rights shall be authorized by NGIS prior to incorporation of such data into prime contract deliverables under the prime contract. The SUBCONTRACTOR shall not deliver any data in performance of this Subcontract with restrictive or limited markings unless the data are listed in the Subcontract Agreement. Technical data and computer software that is delivered to the Government via NGIS shall not be marked with restrictive legends unless NGIS has given prior written consent. The Government's right to cancel or ignore markings associated with unidentified data is subject to the unauthorized marking of data provision in FAR 52.227-14(e).

Costs and expenses associated with correction of unidentified data containing a restrictive or limiting marking are unallowable costs under this Subcontract. The SUBCONTRACTOR shall be responsible for substantiating the markings at its own expense regardless of whether the markings originate from the SUBCONTRACTOR or from a sub-tier subcontractor.

- viii. *Identification and Representation of Limited Rights Data and Restricted Computer Software* SUBCONTRACTOR hereby represents that data proposed for fulfilling data delivery requirements qualify as limited rights data or restricted computer software, and

such representation is hereby clarified whereby SUBCONTRACTOR further represents it has accurately identified, through recorded information, the stages of development and the source of funds at a lowest segregable level pertaining to the item, component, process, or computer software. Furthermore, SUBCONTRACTOR represents it has verified such recorded information, and hereby certifies that the data identified below qualify as limited rights data or restricted computer software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
TBD	TBD	TBD	TBD

\* A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest segregable level pertaining to an item, component, or process.

\*\* A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.

\*\*\* A representation of other data shall be made at a lowest segregable level (i.e., broad descriptions are generally unacceptable due to indefiniteness). Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be limited or restricted.

\*\*\*\* Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).

\*\*\*\*\* Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title of Authorized Representative

Signature

(End of identification and representation)

(End of Clause)

**12. NASA INSIGHT (APPLIES TO MAJOR SUBCONTRACTORS THAT PERFORM MAJOR PORTIONS OF MANUFACTURING OR INTEGRATION OF THE VEHICLE SYSTEM)**

- (a) The SUBCONTRACTOR shall provide NASA an adequate level of insight into certain SUBCONTRACTOR tasks and milestones in order to ensure all reasonable steps have been taken that result in the highest probability of mission success. This includes insight into any corporation, corporate divisions, subsidiaries, joint ventures, partner(s), and/or any other business entity actually performing manufacturing, management, vehicle integration, testing, launch vehicle integration and on orbit operations of the habitat module.
- (b) NASA gains an understanding necessary to knowledgeably concur/non-concur with the SUBCONTRACTOR's actions through interaction, observation, documentation review, meeting attendance, reviews, tests and compliance evaluations. Such insight includes:
- i. Baseline vehicle design, analyses, models, and configuration management
  - ii. Production program reviews, plans, and schedules
  - iii. Production and systems test, and Material Review Boards
  - iv. Safety and Mission Assurance compliance evaluations
  - v. Pre-ship reviews
  - vi. Design and qualification reviews
  - vii. Major/critical problems
  - viii. Major system and integrated systems tests
  - ix. Post-test data
  - x. Anomaly resolutions
  - xi. Failure analysis
  - xii. Vehicle/ground support equipment procedures

(End of Clause)

**13. REMOTELY SENSED DATA**

SUBCONTRACTOR consents to the U.S. Government collecting remotely sensed data on a non-interference basis related to HALO and to use such data for the US Government's purposes. The SUBCONTRACTOR will flow this clause down to sub-tier subcontractors related to the launch of HALO.

(End of Clause)

## 14. FEDERAL ACQUISITION REGULATION AND NASA FAR SUPPLEMENT CLAUSES

The following clauses from the FAR and NASA FAR Supplement (NFS) (48 CFR Chapter 18) are hereby incorporated by reference, with the same force and effect as if they were given in full text and are applicable. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract, the date or substance of the clause incorporated by the Prime Contract shall apply.

- 52.203-6 - Restrictions on Subcontractor Sales to the Government. (Sep 2006) [FLDN - Applicable to Subcontracts exceeding \$150K., Alt 1 Applies to Commercial Item Purchases].
- 52.203-7 - Anti-Kickback Procedures. [FLDN - Applicable to Subcontracts exceeding \$150K.] [\*]
- 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions. [FLDN - Applicable to Subcontracts exceeding \$150K.] [\*]
- 52.203-13 - Contractor Code of Business Ethics and Conduct. [FLDN - Applicable to Subcontracts performed in the U.S. in excess of \$5M with a period of performance more than 120 days.] [\*]
- 52.203-14 - Display of Hotline Poster(s). [FLDN - Applicable to Subcontracts performed in the U.S. in excess of \$5M.] [\*]
- 52.203-17 - Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. [FLDN - Applicable to Subcontracts over the Simplified Acquisition Threshold.] [\*]
- 52.204-2 - Security Requirements. [FLDN - Applicable to Subcontracts that require access to classified information.] [\*]
- 52.204-9 - Personal Identity Verification of Contractor Personnel. [FLDN - Applicable where the Subcontractor will have physical access to a federally-controlled facility or access to a federal information system.]
- 52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. [FLDN - insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.]
- 52.209-6 - Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. [FLDN - Applicable to Subcontracts exceeding \$30K] [\*]
- 52.211-15 - Defense Priority and Allocation Requirements.[FLDN - Applicable if a DPAS Rating is identified in the Prime Contract.]
- 52.215-2 - Audit and Records -- Negotiation. [FLDN - Applicable to Subcontracts over \$150K and in accordance with subparagraph (g) of the clause.] [\*]
- 52.215-10 - Price Reduction for Defective Certified Cost or Pricing Data. [FLDN - Applicable if submission of Subcontractor cost or pricing data is required. Rights and

obligations under this clause shall survive completion of the Work and final payment under the Subcontract.] [\*]

- 52.215-12 - Subcontractor Certified Cost or Pricing Data. (Class Deviation 2018-O0015) [FLDN - Applicable if submission of Subcontractor cost or pricing data is required. Rights and obligations under this clause shall survive completion of the Work and final payment under the Subcontract.] [\*]
- 52.215-14 - Integrity of Unit Prices. [FLDN - Applicable to Subcontracts exceeding the Simplified Acquisition Threshold.] [\*]
- 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. [FLDN - Applicable to Subcontracts that require submittal of cost or pricing data, or to which any pre-award or post-award cost determination will be subject to FAR Part 31.] [\*]
- 52.215-19 - Notification of Ownership Changes. [FLDN - Applicable to Subcontracts that require submittal of cost or pricing data, or to which any pre-award or post-award cost determination will be subject to FAR Part 31.] [\*]
- 52.219-8 - Utilization of Small Business Concerns. [FLDN - Applicable to Subcontracts exceeding the Simplified Acquisition Threshold, except for subcontracts to small business. If the Subcontract exceeds \$700K, the Subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.]
- 52.219-9 - Small Business Subcontracting Plan. (DEVIATION 2018-O0018, and 2019-O0005) [FLDN - Applicable to Subcontracts over \$650K with further subcontracting opportunities. Not required when 52.212-5 applies, or Subcontractor provides a commercial item subject to the clause at 52.244-6.]
- 52.222-21 - Prohibition of Segregated Facilities. [FLDN - Applicable to Subcontracts subject to the Equal Opportunity clause of the Prime Contract.]
- 52.222-26 - Equal Opportunity. [FLDN - Applicable to Subcontracts in accordance with (c) (11) of the clause.]
- 52.222-35 - Equal Opportunity for Veterans. [FLDN - Applicable if Subcontract value exceeds \$100K.]
- 52.222-36 - Equal Opportunity for Workers with Disabilities. // Was: Affirmative Action for Workers With Disabilities. [FLDN - Applicable to Subcontracts exceeding \$15K.]
- 52.222-37 - Employment Reports on Veterans. [FLDN - Applicable to Subcontracts exceeding \$100K.] [\*]
- 52.222-50 - Combating Trafficking in Persons. [FLDN - Applicable to Subcontracts in accordance with subparagraph (i) of the clause.]
- 52.222-54 - Employment Eligibility Verification. [FLDN - Applicable to Service Subcontracts - except for commercial services that are part of the purchase of COTS item - performed by the COTS provider in the U.S. in excess of \$3K.] [\*]
- 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving. [FLDN - Applicable to Subcontracts exceeding the micro-purchase threshold.]
- 52.225-8 - Duty-Free Entry. [FLDN - Applicable to Subcontracts, if Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory

of the United States; or Other foreign supplies in excess of \$15K may be imported into the customs territory of the United States.] [\*]

- 52.225-13 - Restrictions on Certain Foreign Purchases. [FLDN - Applicable to all Subcontracts.]
- 52.227-1 - Authorization and Consent. [FLDN - Applicable to Subcontracts exceeding the Simplified Acquisition Threshold.] [\*]
- 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement. [FLDN - Applicable to Subcontracts exceeding the Simplified Acquisition Threshold.] [\*]
- 52.227-14 - Rights in Data -- General. [FLDN - Applicable to Subcontracts where subcontractor data rights are necessary to perform prime contract.]
- 1852.227-71 - Requests for Waiver of Rights to Inventions. [FLDN Applicable to Subcontracts when 1852.227-70 applies.]
- 1852.227-88 - Government-furnished computer software and related technical data. [FLDN: Applicable to all subcontracts, regardless of tier, which involve use of the GFCS and/or related technical data.]
- 52.228-5 - Insurance -- Work on a Government Installation. [FLDN - Applicable if Subcontractor is involved with work on a Government installation.]
- 52.244-6 - Subcontracts for Commercial Items. [FLDN - Applicable to all Subcontracts. Include the additional flow-down clauses as specified in (c) (1) of this clause in Subcontracts for commercial items.]
- 52.245-1 - Government Property. [FLDN - Applicable to Subcontracts which required possession of Government Property by the Subcontractor.]
- 52.245-9 - Use and Charges. [FLDN - Applicable to Subcontracts under subparagraph (b) (2) of the clause.]
- 52.246-4 - Inspection of Services -- Fixed-Price. [FLDN - Applicable to Subcontracts in accordance with subparagraph (d) of the clause.]
- 52.246-7 - Inspection of Research and Development -- Fixed-Price. [FLDN - Applicable to Subcontractors in accordance with subparagraph (c) of the clause].
- 52.246-11 - Higher-Level Contract Quality Requirement. [FLDN - Applicable to Subcontracts in accordance with subparagraph (b) of the clause.]
- 1852.204-76 - Security Requirements for Unclassified Information Technology Resources. [FLDN - Applicable to Subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.]
- 1852.208-81 - Restrictions on Printing and Duplicating. [FLDN - Applicable to Subcontracts which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).]
- 1852.219-75 - Individual Subcontracting Reports // Was: Small Business Subcontracting Reporting. [FLDN - Applicable to Subcontracts that include the clause at FAR 52.219-9.]
- 1852.223-74 - Drug- and alcohol-free workforce. [FLDN - Applicable to Subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).]

- 1852.225-70 - Export Licenses. [FLDN - Applicable to Subcontracts, ensure the provisions of this clause apply to subcontractors.]
- 1852.227-70 - New Technology-Other than a Small Business Firm or Nonprofit Organization. // Was: New Technology. [FLDN - Applicable to Subcontracts in accordance with subparagraph (h) of the clause.]
- 1852.227-72 - Designation of New Technology Representative and Patent Representative. [FLDN - Applicable to Subcontracts requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer.]
- 1852.227-85 - Invention Reporting and Rights--Foreign. [FLDN - Applicable to Subcontracts where the performance of research, experimental design, engineering, or developmental work is contemplated, the Contractor shall include this clause and the name and address of the Contracting Officer.]
- 1852.228-76 - Cross-Waiver of Liability for International Space Station Activities. [FLDN - Applicable to Subcontractors (i.e. Related Entity) if the Work is performed in support of Protected Space Operations as defined by the clause.]
- 1852.237-72 - Access to Sensitive Information. [FLDN - Applicable to Subcontracts all subcontracts that may involve access to sensitive information.]
- 1852.237-73 - Release of Sensitive Information. [FLDN - Applicable to Subcontracts that may require the furnishing of sensitive information.]
- 1852.242-72 - Denied Access to NASA Facilities. // Was: Observance of Legal Holidays [FLDN - Applicable to Subcontracts that require Work to be performed at a NASA installation.]
- 1852.244-70 - Geographic Participation in the Aerospace Program. [FLDN - Applicable to Subcontracts of \$100,000 and over.]
- 1852.245-73 - Financial Reporting of NASA Property in the Custody of Contractors. [FLDN - Applicable to Subcontracts when subcontractor possesses NASA property during performance of the contract.]
- 1852.245-74 - Identification and Marking of Government Equipment. [FLDN - Applicable to Subcontracts that require delivery of equipment.]
- 1852.246-73 - Human Space Flight Item. [FLDN - Applicable to Subcontracts in support of this contract, without exception as to amount or subcontract level.]
- 52.204-21 - Basic Safeguarding of Covered Contractor Information Systems. [FLDN: Applicable to subcontracts (including subcontracts for the acquisition of commercial items, excluding COTS items).]
- 52.204-14 - Service Contract Reporting Requirements. [FLDN: Applicable to 1st Tier subcontractors providing services at or above the thresholds prescribed at 4.1703 (a) (2), except for commercial items.]
- 52.204-23 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) [FDNC: Insert the substance of this clause, including paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.]



### **13 ADDITIONAL PROCUREMENT TERMS TO CONSIDER**

In addition to the above required prime contract flow downs, the following provisions and clauses should be considered for inclusion and tailored as appropriate for the procurement:

- Inspection and Acceptance
- Assignment
- Changes
- Disputes
- Definitions
- Excusable Delays
- Invoice
- Patent Indemnity
- Payment
- Risk of Loss
- Taxes
- Termination for Orbital ATK's Convenience
- Termination for Cause
- Compliance With Federal, State and Local Laws
- Compliance To Laws Unique to Government Contracts
- Order of Precedence

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