



PRIME CONTRACT REQUIREMENTS

A. The following clauses of the Federal Acquisition Regulation (FAR) and National Aeronautics and Space Administration Federal Acquisition Regulation Supplement (NFS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <https://www.acquisition.gov> With regards to any clauses contained in this document which are incorporated by reference into any other exhibit to this Contract, the version of the clause contained in this document, inclusive of any notes attached thereto, shall take precedence.

1. FAR FLOWDOWN CLAUSES

Clause Number Title/Applicability

52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Applies in lieu of any other version of 52.203-13 incorporated in other exhibits of this Contract.) (Applicable if the Contract equals or exceeds \$5 Million and the period of performance is 120 days or over. Paragraph (c) does not apply to small businesses. Disclosures made under this clause shall be made directly to the Government entities identified in the clause, with a copy to ULA.)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2007) (Applies in lieu of any other version of 52.203-17 incorporated in other exhibits of this Contract.) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies when Contract performance requires routine physical access to a federally controlled facility and/or routine access to a federally controlled information system)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applies in lieu of any other version of 52.209-06 incorporated in other exhibits of this Contract.) (Applies when this Contract equals or exceeds \$30,000. Note 2 applies.)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (Jul 2013) (Applies in lieu of any other version of 52.219-08 incorporated in other exhibits of this Contract.)
52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT (OCT 2010) (Applies if this Contract equals or exceeds \$15,000 and is subject to the Walsh-Healey Public Contracts Act.)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Applies in lieu of any other version of 52.222-35 incorporated in other exhibits of this Contract.) (Applies if the Contract equals or exceeds \$100,000.)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (OCT 2010) (Applies in lieu of any other version of 52.222-36 incorporated in other exhibits of this Contract.) (Applies if the Contract equals or exceeds \$15,000.)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (Applies in lieu of any other version of 52.222-37 incorporated in other exhibits of this Contract.) (Applies if the Contract equals or exceeds \$100,000)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Applies in lieu of any other version of 52.222-50 incorporated in other exhibits of this Contract.)

- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) (Applies in lieu of any other version of 52.222-54 incorporated in other exhibits of this Contract.) (Applies if this Contract is for commercial or non-commercial services, has a value of more than \$3,000 and includes work performed in the U.S.)
- 52.225-08 DUTY FREE ENTRY (OCT 2010) (Applies if supplies to be accorded duty-free entry will be imported into the customs territory of the United States or other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States. Note 2 applies. In paragraph (c)(2), revise number of days to 15.)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) ALT 1 (APR 1984)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Notes 2 and 3 apply.)
- 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007) (Applies if this Contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Procurement Representative identified on the face of the Contract.)
- 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007) Alt II (DEC 2007) Alt III (DEC 2007) (Applies in lieu of any other version of 52.227-14 incorporated in other exhibits of this Contract)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENTS-MAJOR SYSTEMS (JAN 1997). (Applies if this Contract includes delivery of technical data. Note 2 applies. Note 1 applies in paragraph (b)(2). Note 4 applies in paragraph (d).)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013) (Applies in lieu of any other version of 52.244-06 incorporated in other exhibits of this Contract) (The FAR clause referenced in 52.244-6 (c)(1)(iv) is deleted and is replaced with [Reserved].)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED US FLAG COMMERCIAL VESSELS (FEB 2006) (Applies unless exempted under paragraph (e)(4))

2. NFS FLOWDOWN CLAUSES

Clause Number Title/Applicability

- 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) (Applies to CONTRACTORS that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements and/or all contracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.)(Note 2 and Note 5 apply.)
- 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) (Note 2 applies.)
- 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) (Applies if Work under this Contract is for items that will become components of deliverable Class I, II, or III items.)
- 1852.223-70 SAFETY AND HEALTH (APR 2002) (Applies if (i) the work will be conducted completely or partly on premises owned or controlled by the Government; (ii) the work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold; (iii) the work, regardless of place of performances, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable); and (iv) when the Contractor (or subcontractor or supplier) determines that the assessed risk and

consequences of a failure to properly manage and control the hazard(s) warrants use of the clause. Note 2 applies.)

- 1852.223-74 DRUG-AND-ALCOHOL-FREE WORKPLACE (MAR 1996) (This clause does not apply if Work under this subcontract is a commercial item.)
- 1852.225-70 EXPORT LICENSES (FEB 2000) Alt I (FEB 2000)
- 1852.227-14 RIGHTS IN DATA- GENERAL (JAN 1980) (Applies to data first produced in the performance of this Contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works)
- 1852.227-70 NEW TECHNOLOGY (MAY 2002) (Applies to Contracts with other than a small business firm or non profit organization for the performance of experimental, developmental, or research Work, except for paragraph (g).) (The Government in this clause remains the Government; the CONTRACTOR and sub-tier subcontractors have all rights and obligations of the contractor in this clause; if a prospective subcontractor at any tier refuses this clause, reasons for refusal must be provided as described in the clause and any subcontract shall not be awarded to the prospective subcontractor until ULA has received written authorization from the Contracting Officer.)(The CONTRACTOR shall provide a copy to the ULA Procurement Representative of any reporting or other notices required under the clause that are delivered directly to the Government.)
- 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) (Note 5 applies)
- 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005) (Applies if Contract may involve access to sensitive information.)
- 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005) (Applies if Contract may involve furnishing of sensitive information.)
- 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015) (Applicable where CONTRACTOR personnel will be working on site at a NASA facility.)
- 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985) (Applies if Contract equals or exceeds \$100,000.)
- 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) (Applies if Contract requires delivery of equipment.)
- 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011) (Note 4 applies.)

NOTES

1. Substitute "ULA" for "Government" throughout this clause.
2. Substitute "Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and ULA" after "Government" throughout this clause.
4. Insert "or ULA" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through ULA.

B. The following additional provisions apply to this Contract:

- 1) BADGING REQUIREMENTS FOR FOREIGN PERSONS** (This clause applies only if this Contract requires CONTRACTOR to perform Work under this Contract at facilities owned or controlled by ULA's customer.)
- (a) An employee of CONTRACTOR who is not a U.S. citizen and does not have a permanent-resident-alien "green" card on his or her person may not be admitted to ULA's customer's facilities for purposes of performing work without special arrangements.

- (b) If foreign persons are to be used for work at ULA's customer's facilities, advance notice must be provided to the Procurement Representative at least three weeks prior to the scheduled need for access to ULA's customer's facilities.
- (c) The following specific information must be provided for each such foreign national:
 - (i) Complete name and address of employee;
 - (ii) Company name and address;
 - (iii) Contract number;
 - (iv) Detailed description of employee's duties;
 - (v) Nationality;
 - (vi) Date and place of birth (country of origin);
 - (vii) Passport number and expiration date;
 - (viii) Employment authorization and/or work permit number issued by the Immigration and Naturalization Service;
 - (ix) Access requirements (i.e., facility locations, building number(s), controlled access areas, automated information systems, etc.), and
 - (x) Duration of need for access to ULA's customer's facilities.
- (d) The Procurement Representative will make arrangements for appropriate badging for CONTRACTOR's foreign national employees, or will notify CONTRACTOR if unescorted access is denied or delayed.
- (e) CONTRACTOR agrees that it will not employ for the performance of work at ULA's customer's facilities any individuals who are not legally authorized to work in the United States.
- (f) Nothing in this clause shall be construed as requiring or encouraging violation of the labor laws of the United States, including without limitation, those pertaining to equal employment opportunity.

2) CHANGES

In addition to the circumstances where changes would be applicable in paragraph (a) of 52.243-01 ULA's procurement representative may direct changes in any of the following:

- (a) Place of inspection or acceptance,
- (b) Reasonable adjustments in quantities or delivery schedules, or both
- (c) Amount of furnished property
- (d) Terms and conditions of this Contract required to meet ULA's obligations under its Prime Contract
- (e) If this Contract includes services:
 - (i) Description of services to be performed
 - (ii) Time of performance
 - (iii) Place of performance

3) CODE OF BASIC WORKING CONDITIONS AND HUMAN RIGHTS.

ULA is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, The Boeing Company has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The Boeing Code may be downloaded at

<https://www.boeing.com/sustainability/human-rights>. ULA strongly encourages CONTRACTOR to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting CONTRACTOR's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Any material violation of law by CONTRACTOR relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which CONTRACTOR is performing work under this Contract may be considered a material breach of this Contract for which ULA may elect to cancel any open orders between ULA and the CONTRACTOR, for cause, in accordance with the Default clause of this Contract or exercise any other right of ULA for an Event of Default under this Contract. CONTRACTOR shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by CONTRACTOR for work under this Contract.

4) CONTROLLED UNCLASSIFIED INFORMATION (CUI)

NASA has adopted guidance related to the protection of Controlled Unclassified Information (CUI), NASA Interim Directive (NID) 2810.135, which is applicable to this Contract. In accordance with this guidance, ULA will mark certain deliverables to NASA with a CUI legend, which may be applied to CONTRACTOR data. In the event that CONTRACTOR delivers or makes available data to the U.S. Government under this Contract, CONTRACTOR shall determine whether the use of a CUI legend is appropriate.

5) ENVIRONMENTAL HEALTH AND SAFETY PERFORMANCE

CONTRACTOR acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. ULA expects that CONTRACTOR's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. CONTRACTOR shall convey the requirement of this clause to its suppliers.

6) LIMITED RIGHTS NOTICE

The following modified Limited Rights Notice shall be used for Limited Rights Data provided by CONTRACTOR and delivered under this Contract and shall apply to the Contract except to the extent that a separate Limited Rights Notice clause has been negotiated between the parties :

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government Contract No. NNM12AA82C and subcontract PC618900 (TBC-ESSA-21) and/or PC683102 (TBC-ESSA-22) and/or PC 785338. These data may be reproduced and used by the Government and The Boeing Company 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 or The Boeing Company; except that the Government and The Boeing Company may disclose these data outside the Government and The Boeing Company for the following purposes, if any; provided that the Government and The Boeing Company makes such disclosure subject to prohibition against further use and disclosure: use (except for manufacture) by NASA support service contractors; evaluation by non-government evaluators; and use by other associate contractors (see Clause H.10) participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(c) The owner of this limited rights data is a third-party beneficiary of any contract or agreement addressing the prohibition against further use and disclosure of this limited rights data.

(End of notice)

This notice shall supersede any other restrictive legend that may be contained within this document (e.g., "proprietary") and shall be the soled controlling legend of this data, except for markings which identify information subject to national security classification or export control.

7) MATERIAL SUBSTITUTION PROHIBITION

(a) Unauthorized Material Substitution (General)

Unauthorized material substitutions are not permitted on ULA's Work. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes ULA design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917.

Contact the Procurement Representative for details regarding deviations to authorized materials.

CONTRACTOR agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the ULA's authorized document.

(b) Metallic Materials (Specific)

Temper or Condition Conversion - Unless specifically authorized by the engineering definition, conversion of a raw material (i.e. heat treat to change the temper or condition of the material) constitutes material substitution of the condition provided by the manufacturer.

Metallic Raw Materials – ULA's engineering drawings may refer to obsolete or superseded specifications covering several forms, thicknesses, widths, etc. of the alloy or alloys. The required characteristics of these materials are defined not only by the objective test standards of the specification, but by the processes/methods by which this final form is achieved. These requirements are often captured in the definitions of the required material forms, and may not be explicitly called out in the detailed requirements. The raw material certification results from both the process used to make it and the tests to verify basic properties.

CONTRACTOR shall ensure that metallic materials covered by current or obsolete/superseded specifications are produced using the standard industry practices designed strictly for the production of stock to the specified thickness, diameter, width or cross sectional area, achieved by thermo-mechanical processing or casting process. Chemical, electrochemical and mechanical methods used for the removal of surface scale or contamination, or the production of the required surface finish, in accordance with the

material specification are acceptable. Raw material must not be re-certified with respect to thickness, diameter, width or cross sectional area or product form. Machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by ULA. Raw material certifications for material or parts shall reflect the form and size of the raw material as originally manufactured by the raw material producer.

(c) **Specification Supersession:**

For government specifications and standards canceled after June 1994, CONTRACTOR and subcontractors at all tiers shall use the last active revision of the canceled specification and standard until an acceptable replacement is included in the requirements of this Contract. Contact the Procurement Representative in the event of any inconsistency in applicable specification or standard.

(d) **Reports (Full Pedigree from melt to final product) -** Raw material certifications shall show clear traceability to the manufacturer(s) of the raw material including ingot source, all thermo-mechanical processing (i.e. forging, rolling, drawing, etc.), heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.

(e) **Chain of Custody (Disguising intermediate ownership) –** Suppliers shall not disguise the pedigree of material or chain of ownership by removal of a previous supplier's name, nomenclature or identification.

(f) **Source of Additional Information -** Addition information and guidance may be found through ULA's Supplier Portal or the Procurement Representative.

(g) **The substance of this clause shall be flowed in all subcontracts at every tier.**

8) RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY. (This clause applies only if this Contract involves the manufacture, sale, use or operation of a Boeing Qualified Anti-Terrorism Technology(ies), as defined in accordance with this article.)

(a) This Contract involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies), and CONTRACTOR is either ULA's: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor, of or for such technologies.

(b) Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), under this Reciprocal Waiver of Claims, each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism.

(c) "Act of Terrorism," "Loss," "Qualified Anti-Terrorism Technology," and "Reciprocal Waiver of Claims," are defined in 6 U.S.C. §§443-444.

9) SECURITY REQUIREMENTS FOR ACCESS TO PREMISES OWNED OR CONTROLLED BY ULA OR THE GOVERNMENT (This clause applies only if this Contract requires CONTRACTOR to perform Work under this Contract at facilities owned or controlled by ULA's customer.)

All employees, agents, and representatives of CONTRACTOR or its subcontractors who are expected to enter premises owned or controlled by ULA's customer or the Government are required to provide ULA Security personnel with proof of citizenship. Examples of original documents that are considered satisfactory are U.S. Birth Certificates, U.S. Passports, Certificates of Naturalization, Alien Registration Receipt Card (with photograph), and/or other evidence of citizenship satisfactory to ULA before being allowed access to ULA's premises. All such employees, agents, and representatives are bound by the provisions of the United States Criminal Code relating to espionage and sabotage and will conform to the standards and requirements established by the Government and ULA's customer Security. CONTRACTOR will submit the name and birth certificate and/or other satisfactory evidence of citizenship of each such employee, agent, or representative prior to the time for reporting for work. Selected positions and assignments of CONTRACTOR's employees may require a security clearance.

10) SOURCE INSPECTION - NASA PROGRAM

(a) Work under this Contract is subject to inspection and test by ULA, its Customer, and NASA representatives or its designated agency representatives at any time and place throughout the manufacturing process and testing operations, either on a random or 100% basis and at all times (including the period of performance) and places including CONTRACTORS's subcontractors' facilities, and in any event prior to shipment. CONTRACTOR shall notify the ULA and NASA Quality Representative who have been delegated quality assurance functions for this procurement shall be notified immediately upon receipt of this contract and also shall be notified 48 hours in advance of the time articles or materials are ready for inspection or test. When in-process Source Inspection is required, the ULA Quality Representative will coordinate with CONTRACTOR, and select the mandatory Source in-process inspection points. CONTRACTOR shall ensure that the mandatory Source in-process inspection points are not by-passed. CONTRACTOR shall notify the ULA Quality Representative who normally services your facility at least 72 hours in advance of

the time that the goods or services will be available for Source Inspection review (at in-process if so selected, and in any event for final review).

- (b) CONTRACTOR shall make available to the ULA, Customer and NASA Quality Representative or authorized agent all applicable drawings, specifications, and changes thereto, related to inspection and/or test equipment, and such other information as may be required to satisfactorily perform the inspections and tests required under this contract.
- (c) CONTRACTOR shall ensure that evidence of all Source Inspections is included with shipment of Work. Note: CONTRACTOR shall not deliver Work that has not been inspected as required by this contract without a specific written waiver or deferral from the Procurement Representative. The written waiver or deferral shall be included with the shipment.

11) STANDARDS

CONTRACTOR shall assign personnel satisfactory to ULA and its Customer. At any time and for any reason, ULA or its Customer may require CONTRACTOR to withdraw the services of any person and require that the CONTRACTOR promptly provide replacements for such persons satisfactory to ULA. In addition to the other indemnifications provisions within this Contract, CONTRACTOR specifically agrees to indemnify and hold harmless ULA and its Customer from and against any liabilities, claims, charges or suits for alleged losses, costs damages or expenses arising from ULA's exercise of its rights hereunder.

12) TECHNICAL DATA LEGEND - U.S. SUPPLIERS

- (a) CONTRACTOR shall include the following legend in solicitations and purchase orders/contracts that contain export-controlled unclassified technical data (as defined by the International Traffic in Arms Regulations [ITAR] or Export Administration Regulations [EAR]) that has been provided to ULA by CONTRACTOR:

"WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec 2751, et seq.) or the Export Administration Regulations (EAR) (15 CFR chapter VII, subchapter C). Violators of these export laws are subject to severe criminal penalties.

- (b) This information in document form (or any other medium), including any attachments and exhibits hereto, may not be exported, released or disclosed to foreign persons whether here in the United States or abroad without first obtaining the proper export authority. Recipient shall include this notice with any reproduced portion of this document."

13) TRACEABILITY

- (a) Raw Material. CONTRACTOR will mark each individual item and applicable documentation (i.e. test report, shipping report, or certification) to show clear traceability to lot, heat lot, or batch number. Unless otherwise directed by this contract or the specification, when the size of the item does not permit marking of individual items, CONTRACTOR will label each package or box furnished.