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## **PRIME CONTRACT REQUIREMENTS**

The following clauses of the Federal Acquisition Regulation (FAR), National Aeronautics and Space Administration Federal Acquisition Regulation Supplement (NFS) and Marshall Space Flight Center (MSFC) 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: <http://www.acquisition.gov>. With regard 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.

### **FAR FLOWDOWN CLAUSES**

#### **Clause Number Title/Applicability**

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| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I) (NOV 2021) (Applies if Contract exceeds the simplified acquisition threshold.)   |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (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 the threshold specified in FAR 3.1004(a) on the date of Contract award 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 (JUNE 2020) (Applies in lieu of any other version of 52.203-17 incorporated in other exhibits of this Contract.)   |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies in lieu of any other version of 52.204-21 incorporated in other exhibits of this Contract.) (Applicable to Contracts, including subcontracts for the acquisition of commercial products or commercial services other than commercially available off-the-shelf items, for which Contract performance will involve storage, processing, or transmitting non-public contract information on CONTRACTOR Information systems. Any reference to Federal contract information shall be interpreted to include ULA Proprietary Information.) (Any references to the Government shall mean the Government or ULA.) |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (Applies in lieu of any other version of 52.204-23 incorporated in other exhibits of this Contract.) (In the event the CONTRACTOR, identifies, or is notified by a lower-tier subcontractor of a Kaspersky Lab covered article provided to ULA or the Government during the Contract performance, CONTRACTOR shall report the information in paragraph (c)(2) of the clause in writing to the ULA Procurement Representative.)   |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) (Applies in lieu of any other version of 52.204-25 incorporated in other exhibits of this Contract.) (In the event the CONTRACTOR identifies, or is notified by a lower-tier subcontractor of covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the Contract performance, CONTRACTOR shall report the information in paragraph (d)(2) of the clause to the ULA Procurement Representative.)  |

- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applies in lieu of any other version of 52.209-06 in other exhibits of this Contract.) (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of Contract award except for the procurement of commercially available off-the-shelf items.)
- 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (Applies if Contract exceeds \$600,000.)
- 52.210-1 MARKET RESEARCH (JUN 2020) (Applies if Contract exceeds \$6 million for the procurement of items other than commercial items).
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021)(Applies if Contract exceeds \$750,000 (\$1.5 million for construction of any public facility) and CONTRACTOR is not a small business.)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (MAY 2020)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020) (Applies in lieu of any other version of 52.222-50 in other exhibits of this Contract.) (The requirements in paragraph (h) of this clause apply only to any portion of the Contract that is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and exceeds \$550,000.) (In paragraph (e) insert "and ULA" after "Government".)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies in lieu of any other version of 52.222-54 in other exhibits of this Contract.) (Applicable if the Contract is performed in the United States, and is 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.)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020) (Applies to Contracts that exceed the micro-purchase threshold.)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) (ALTERNATE I) (APR 1984) (Applies if the Contract exceeds the simplified acquisition threshold.)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS DEC 2013)
- 52.242-05 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
- 52.243-07 NOTIFICATION OF CHANGES (JAN 2017)
- 52.245-09 USE AND CHARGES (APR 2012) (Applies in lieu of any other version of 52.245-09 incorporated in other exhibits of this Contract.)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020) (The FAR clauses referenced in 52.244-6 (c)(1)(viii) and 52.244-6(c)(1)(ix) are deleted and are replaced with [Reserved].)
- 52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997) (Applies if the Contract exceeds the simplified acquisition threshold.)
- 52.246-24 LIMITATION OF LIABILITY-HIGH-VALUE ITEMS (FEB 1997) (Applies if the Contract exceeds the simplified acquisition threshold.)
- 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997) (Applies if the Contract exceeds the simplified acquisition threshold.)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**NFS FLOWDOWN CLAUSES**

<b><u>Clause Number</u></b>	<b><u>Title/Applicability</u></b>
1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001) (Applies if Contract exceeds \$5 million and are performed at CONTRACTOR facilities in the United States)
1852.203-71	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.219-75	INDIVIDUAL SUBCONTRACTING REPORTING (APR 2015) (Applicable if FAR 52.219-09 applies to this Contract.)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000)
1852.225-71	RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012) (DEVIATION)(Contracts for commercial and non-developmental items are exempt.)
1852.227-14	RIGHTS IN DATA - GENERAL (APR 2015)
1852.227-70	NEW TECHNOLOGY – OTHER THAN SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015) (Applies to Work in the performance of experimental, developmental, or research.) (The Government in this clause remains the Government; the CONTRACTOR and sub-tier subcontractors have all rights and obligations in this clause; if a subcontractor at any tier refuses this clause, reasons for refusal must be provided as described in the clause and all Work shall cease until ULA has received written authorization from the Contracting Officer.)(The CONTRACTOR shall provide a copy of the reportable item as described in this clause to the ULA Procurement Representative.)
1852.227-72	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)(Note 2 applies.)
1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)
1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.239-74	INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION 15-03D) (Applies to Contracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985) (Applies if Contract exceeds \$100,000.)
1852.245-71	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018) (CONTRACTOR is prohibited from bringing property owned or leased by the CONTRACTOR onto any NASA owned facility without approval.) (Note 5 applies.)
1852.246-74	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (SEP 2020)

**MSFC FLOWDOWN CLAUSES**

<b><u>Clause Number</u></b>	<b><u>Title/Applicability</u></b>
52.227-91	DATA REQUIREMENTS (JUNE 2017) (Note 4 applies.)
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEVIATION 21-01B) (SEPT 2024) 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 5 applies.)

- (a) The CONTRACTOR shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and sub-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. Applicable requirements, regulations, policies, and guidelines are identified in the contract. The NASA data requirements description (DRD), "Security Requirements for Unclassified Information Technology Resources," defines specific implementation requirements for this clause. For policy information considered sensitive, the documents will be identified as such in the Contract and made available through the Contracting Officer.
- (c) *Definitions.*
- (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
  - (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
  - (3) Federal information system (FIS). The term "Federal information system" means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. §11331).
  - (4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) A formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.
- (d) CONTRACTORS that process, store, or transmit federal information or operate information systems on behalf of the federal government shall meet the same security and privacy requirements as federal agencies. The CONTRACTOR shall develop and submit an Information System Security Plan when operating a FIS or maintains or collects information for the purpose of processing, storing, or transmitting Federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) shall be in place before any system may operate in the NASA environment. When the CONTRACTOR does not operate a FIS but receives, process, transmits, or stores NASA information in performance of the contract, the CONTRACTOR shall attest to the ability to secure NASA information within its own IT/information system.
- (e) The CONTRACTOR shall afford Government access to the CONTRACTOR's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The CONTRACTOR shall report immediately upon notification any incident involving NASA information on nonfederal (contractor) systems.
- (f) The CONTRACTOR shall provide the name and contact information for the CONTRACTOR's IT Security point of contact during phase in of the Contract. CONTRACTOR employees requiring physical access to NASA facilities or electronic access to NASA systems shall complete the NASA Cybersecurity and Privacy Awareness Training.
- (g) The CONTRACTOR shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of Clause)

## **SPECIAL CONTRACT REQUIREMENTS FLOWDOWN CLAUSES**

### **ADDITIONAL PURPOSES FOR LIMITED RIGHTS NOTICES (52.227-14, ALTERNATE II)**

- a) The following are additional purposes for technical data related to items, components, or processes developed at private expense (with only minor modifications under the contract):
- a) Use (except for manufacture) by NASA support service contractors.
  - b) Evaluation by NASA nongovernment evaluators.
  - c) Use (except for manufacture) by other NASA contractors participating in the Government's program of which the specific contract is a part provided such use does not directly compete with work under this contract.
- b) The following are additional purposes for technical data related to items, components, or processes developed under the contract if such items, components, or processes are segregable from the Government's contribution (i.e., the contractor essentially performed all of the development work and the cost of such work is covered by the ULA's funding contribution):
- a) Use (except for manufacture) by NASA support service contractors.
  - b) Evaluation by NASA nongovernment evaluators.
  - c) Use (except for manufacture) by other NASA contractors participating in the Government's program of which the specific contract is a part provided such use does not directly compete with work under this contract.
- c) The following are additional purposes for technical data related to items, components, or processes developed under the contract if such items, components, or processes are not segregable from the Government's contribution (i.e., both the Government and ULA contributed to the performance of the development work):
- a) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
  - b) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes (i.e., any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations). Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
- d) Technical data related to items, components, or processes developed under the contract will have unlimited rights if such items, components, or processes are segregable from the ULA's contribution (i.e., the Government essentially performed all of the development work).

(End of Clause)

### **NOTES**

1. Substitute "ULA" for "Government" throughout this clause.
2. Substitute "ULA 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.
6. Insert "and the ULA Procurement Representative" after "Contracting Officer" throughout the clause.
7. Insert "or the ULA Procurement Representative" after "Contracting Officer" throughout the clause.