



PRIME CONTRACT REQUIREMENTS

The following clauses of the Federal Acquisition Regulation (FAR) and the 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 stated 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, shall take precedence.

FAR FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I) (NOV 2021) (Applies if Contract exceeds the simplified acquisition threshold as defined in FAR 2.101 on the date of Contract award.)
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION) (APR 2026) (Note 7 applies to paragraph (b)(2); any information and reports required to be furnished pursuant to paragraph (b)(2) shall be provided to the ULA Procurement Representative. Note 3 applies to paragraph (b)(3). Note 2 applies to paragraph (b)(4) and (b)(5). CONTRACTOR shall flow down this clause to subcontractors all tiers.)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) (Applies to Contracts with small business concerns.) (Applies if ULA receives accelerated payments from NASA under the prime contract.)

NFS FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
1852.227-14	RIGHTS IN DATA – GENERAL (APR 2015) (Note 5 applies to paragraph (4)(i).)

NFS FLOWDOWN CLAUSES- FULL TEXT

1852.226-71 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (FEB 2026)

(Applies to Contracts above the simplified acquisition threshold when the Work will be conducted completely or partly on Federally-controlled facilities.)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The CONTRACTOR must take all reasonable safety and occupational health measures in performing this Contract. The CONTRACTOR must maintain an effective worksite safety and health program with organized and systematic methods to—
 - (1) Comply with Federal, State, and local safety and occupational health laws and with the safety and occupational health requirements of this contract;
 - (2) Describe and assign the responsibilities of managers, supervisors, and employees;
 - (3) Inspect regularly for and identify, evaluate, prevent, and control hazards;
 - (4) Orient and train employees to eliminate or avoid hazards; and
 - (5) Periodically review the program’s effectiveness. Authorized Government representatives must have access to and the right to examine the work site and related records under this contract in order to determine the adequacy of

the contractor's safety and occupational health measures.

- (c) The CONTRACTOR must take, or cause to be taken, any other safety, and occupational health measures the contracting officer may reasonably direct. To the extent that the CONTRACTOR may be entitled to an equitable adjustment for those measures under the terms and conditions of this Contract, the equitable adjustment must be determined pursuant to the procedures of the Changes clause of this Contract; provided that no adjustment must be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the Contract.
- (d) The CONTRACTOR must immediately notify the contracting officer and ULA Procurement Representative of any Type A, B, C, or D Mishap, or close calls as defined in NASA Procedural Requirement (NPR) 8621.1, Mishap and Close Call Reporting, Investigating, and Recordkeeping. In addition, service contractors (excluding construction contracts) must provide quarterly reports to the ULA Procurement Representative specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The CONTRACTOR must cooperate with any Government-authorized investigation of Type A, B, C, or D Mishaps, or Close Calls reported pursuant to paragraph (d) of this clause by providing access to employees; and relevant information in the possession of the CONTRACTOR regarding the mishap or close call.
- (f)(1) The contracting officer or ULA Procurement Representative may notify the CONTRACTOR of any noncompliance with this clause and specify corrective actions to be taken. When the contracting officer or ULA Procurement Representative becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the contracting officer or ULA Procurement Representative will notify the CONTRACTOR orally, with written confirmation. The CONTRACTOR must promptly take any necessary corrective action.
- (2) If the CONTRACTOR fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the contracting officer or ULA Procurement Representative may –
 - (i) Invoke the Stop-Work order clause in ULA's contract and/or this Contract;
 - (ii) Require the CONTRACTOR to remove and replace CONTRACTOR or subcontractor personnel who fail to comply with or violate applicable requirements of this clause;
 - (iii) Report the CONTRACTOR's failure to comply for recording in the appropriate databases of past performance; and
 - (iv) Consider the CONTRACTOR's failure to comply in any responsibility determination or evaluation of past performance.
- (g) The CONTRACTOR must insert the substance of this clause, including this paragraph (g) in all subcontracts above the simplified acquisition threshold when the work will be conducted completely or partly on Federally-controlled facilities.

1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (SEP 2025) (DEVIATION)

- (a) The purpose of this clause is to extend a cross-waiver of liability to NASA contracts for work done in support of Agreements between Parties involving Science or Space Exploration 2026 Edition 1852 NASA Federal Acquisition Regulation Supplement Part 1852 Solicitation Provisions and Contract Clauses activities that are not related to the International Space Station (ISS) but involve a launch. This cross-waiver of liability must be broadly construed to achieve the objective of furthering participation in space exploration, use, and investment.
- (b) As used in this clause, the term:
 - (1) "Agreement" refers to any NASA Space Act agreement that contains the cross waiver of liability provision authorized in 14 CFR Part 1266.104.
 - (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 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.
 - (4) "Partner State" includes each Contracting Party for which the 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 to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

- (5) "Party" means a party to a NASA Space Act agreement for Science or Space Exploration activities unrelated to the ISS that involve a launch and a party that is neither the prime contractor under this contract nor a subcontractor at any tier hereof.
 - (6) "Payload" means all property to be flown or used on or in a Launch Vehicle.
 - (7) "Protected Space Operations" means all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an Agreement for Science or Space Exploration activities unrelated to the ISS that involve a launch. Protected Space Operations begins at the signature of the Agreement and ends when all activities done in implementation of the Agreement are completed. It includes, but is not limited to-
 - (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, 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 excludes activities on Earth which are conducted on return from space to develop further a payload's product or process other than for the activities within the scope of an Agreement.
 - (8) "Related entity" means:
 - (i) A contractor or subcontractor of a Party at any tier;
 - (ii) A user or customer of a Party at any tier; or
 - (iii) A contractor or subcontractor of a user or customer of a Party at any tier. The terms "contractors" and "subcontractors" include suppliers of any kind.
 - (9) "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 CONTRACTOR agrees to a waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver must 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 waiver must apply to any claims for Damage, whatever the legal basis for such claims, against—
 - (i) A Party as defined in (b)(5) of this clause;
 - (ii) A Partner State other than 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 CONTRACTOR must, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier by requiring them, by contract or otherwise, to—
 - (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
 - (ii) Require that their 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 must not be applicable to—
- (i) Claims between the Government and its own contractors or between its own contractors and subcontractors;
 - (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 cross waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause;
 - (vi) Claims by the Government arising out of or relating to the CONTRACTOR's failure to perform its obligations under this Contract.
- (5) Nothing in this clause must be construed to create the basis for a claim or suit where none would otherwise exist.
- (6) This cross-waiver must not be applicable when 49 U.S.C. Subtitle IX, Chapter. 701 is applicable.

1852.240-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2026) (DEVIATION)

- (a) The CONTRACTOR must 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. Specific implementation requirements will be addressed in the contract data requirements description.

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) means 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 must meet the same security and privacy requirements as federal agencies. The CONTRACTOR must develop and submit an Information Security Plan when operating a FIS or maintaining or collecting 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) must 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 must attest to the ability to secure NASA information within its own IT/information system.
- (e) The CONTRACTOR must afford Government access to the CONTRACTOR's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the Contract. Access must 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 must report immediately upon notification any incident involving NASA information on non-federal (contractor) systems.
- (f) The CONTRACTOR must 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 must complete the NASA Cybersecurity and Privacy Awareness Training.
- (g) The CONTRACTOR must 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)

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.