

PRIME CONTRACT REQUIREMENTS

A. The following clauses of the Federal Acquisition Regulation (FAR) and the NRO Acquisition Manual (NAM) 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 FAR clause may be accessed electronically at the following address: <http://www.arnet.gov/far> . The full text of a NAM clause may be accessed at <https://arc.westfields.net/> with a subscription. If CONTRACTOR is unable to locate the clauses found below, contact the Procurement Representative. Any clauses which are duplicative to DFARS are indicated by the DFARS clause number parenthetically inserted beside it.

1. FAR FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
52.211-05	MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) ALT I (OCT 1997) (This clause does not apply to subcontracts for commercial items or for service subcontracts. Delete paragraph (b) of this clause.)
52.222-20	WALSH-HEALY PUBLIC CONTRACTS (DEC 1996)
52.223-11	OZONE-DEPLETING SUBSTANCES (JUN 1996) (Applies if the Work under this Contract contains or is manufactured with ozone-depleting substances.)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (This clause does not apply to subcontracts for commercial items or to facilities located outside the United States. Note 2 applies. Delete paragraph (e) of this clause.)
52.225-01	BUY AMERICAN ACT – SUPPLIES (FEB 2000) (Applicable if Work under this Contract contains other than domestic components as defined by this clause.)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) ALT I (JUL 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (Notes 2 and 3 apply.)
52.227-09	REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Notes 1 and 2 apply.)
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (APR 1984) (Applies if this Contract involves classified subject matter.)
52.227-11	PATENT RIGHTS RETENETION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) (Applies if this contract, at any tier, is for experimental, developmental, or research work and CONTRACTOR is a small business firm or domestic nonprofit organization. Reports required by this clause shall be filed the agency identified in this Contract. If no agency is identified, contact the Procurement Representative identified on the face of this Contract.)
52.227-12	PATENT RIGHTS RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) (Applies if this Contract is for experimental, developmental, or research work and CONTRACTOR is a large business concern. 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.)
52.246-07	INSPECTION OF REASEARCH AND DEVELOPMENT-FIXED PRICE (AUG 1996) (This clause does not apply to commercial items. Note 3 applies in paragraphs (a), (b) and (c). Note 1 applies in paragraphs (d), (e), and (f). Note 2 applies.)

2. NAM FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
N52.203-001	NRO INSPECTOR GENERAL AND THE NRO HOTLINE (AUG 2004) (Applies if items being furnished under this Contract are not commercial items. In paragraph (b) insert “or ULA” after “Director, Office of Contracts”.)
N52.203-003	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DFARS 252.203-7001) (DEC 1999) (Does not apply if this Contract is for commercial items or components.)
N52.203-004	PERSONAL CONDUCT (APR 1997) (Applies if Work under this Contract is on a Government Installation.)
N52.204-002	CONTRACTOR PERSONNEL (MAR 1996) (Applies if Work under this Contract is on a Government Installation. Substitute “7” for “10” in last sentence.)
N52.204-003	SPECIAL NOTIFICATION AND APPROVAL REQUIREMENTS (JUL 1996) (In paragraphs (a)(1)(i) and (a)(2)(ii) Note 2 applies. In paragraph (a)(1)(ii) Note 6 applies.)

N52.209-001	ACQUISITION FROM SUBCONTRACTS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (MAR 1996) (Does not apply if this Contract is for commercial items. In paragraph (a) Note 2 applies.)
N52.209-008	ORGANIZATIONAL CONFLICTS OF INTEREST: GENERAL (MAR 1996) (Note 2 applies. Note 4 applies except in paragraph (d) where Note 3 applies.)
N52.211-004	USE OF THE METRIC SYSTEM OF MEASUREMENT (MAR 1996) (Note 2 applies.)
N52.211-007	NRO STANDARDS DOCUMENT COMPLIANCE (MAY 2000) (Note 1 applies.)
N52.219-002	SUBCONTRACTING PLAN (SEP 1999) (Applies if this Contract exceeds \$500,000 and CONTRACTOR is not a small business concern. Not 2 applies.)
N52.223-001	HAZARD WARNING LABELS (DFARS 252.223-7001) (MAR 1996) (Applies if this Contract requires the delivery of hazardous materials as defined in the clause.)
N52.223-002	SAFETY PRECAUTIONS FOR AMMUNITIONS AND EXPLOSIVES (DFARS 252.223-7002) (MAR 1996) (Applies if this Contract involves ammunition or explosives.)
N52.223-003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (DFARS 252.223-7003) (MAR 1996) (Applies if this Contract involves ammunition or explosives.)
N52.223-004	HAZARD WASTE LIABILITY AND INDEMNIFICATION (MAR 1996)
N52.223-005	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIAL (OCT 1997) (Applicable if CONTRACTOR is storing or disposing of toxic or hazardous material on a federal installation. Insert none in blank.)
N52.223-006	CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH, AND SYSTEM SAFETY REQUIREMENTS (OCT 1997) (Notes 5 and 7 apply.)
N52.227-014	TECHNICAL DATA: COMERCIAL ITEMS (DFARS 252.227-7015) (MAR 1996) (Applies if delivery of data is required for commercial items under this Contract.)
N52.227-015	RIGHTS IN TECHINICAL DATA NON-COMMERCIAL ITEMS (DFARS 252.227-7013) (MAR 1996) (Applies if the delivery of technical data is required or where computer software may be originated, developed or delivered under this Contract.)
N52.227-017	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (DFARS 252.227-7037) (DEC 1999) (Applies if the delivery of technical data is required under this Contract.)
N52.227-019	LIMITATIONS ON THE USE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (DFARS 252.227-7025) (MAR 1996)
N52.227-021	RIGHTS IN BID OR PROPOSAL INFORMATION (DFARS 252.227-7016) (MAR 1996)
N52.227-022	TECHNICAL DATA: WITHHOLDING OF PAYMENT (MAR 1996) (Applies only if the delivery of technical data is required under this Contract. Notes 1 and 2 apply.)
N52.227-023	CERTIFICATE OF TECHNICAL DATA CONFORMITY (DFARS 252.227-7036) (JAN 1997) (Applicable in Contract requiring delivery of technical data. Note 3 applies.)
N52.227-033	RIGHTS IN NON-COMMERCIAL COMPUTER/NON-COMMERCIAL SOFTWARE DOCUMENTATION (MAR 1997) (Applicable with delivery of noncommercial computer software or noncommercial computer software documentation.)
N52.227-035	VALIDATION OF ASSERTED RESTRICTIONS: COMPUTER SOFTWARE (MAR 1996) (Applies if Contract will require delivery of computer software.)
N52.228-003	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES AND SPACE LAUNCH VEHICLES (MAR 1996)
N52.228-004	INSURANCE (SEP 1996)
N52.231-001	SUPPLEMENTAL COST PRINCIPLES (MAR 1996)
N52.244-002	SUBCONTRACT REPORTING, MONITORING AND CONSENT (DEC 2006) (Applies unless CONTRACTOR is a US-owned company and provides only unclassified commercial products and/or services on a fixed price basis.)
N52.245-001	PROPERTY ADMINISTRATION AND CONTROL (SEP 1996) (Delete paragraph a. In paragraph (c) "PMT" means the Procurement Representative. "30 days" means "20 days" In paragraph (c))
N52.246-007	WARRANTY OF DATA (MAR 1996) ALT II (JAN 1998) (Applicable if this Contract requires delivery of technical data.)

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.
6. Insert "and ULA" after "Contracting Officer" throughout the clause.
7. Insert "or Procurement Representative" after "Contracting Officer" throughout the clause.

B. The following additional provisions apply to this Contract:

1) NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY

(This clause applies when Work under this Contract is classified and either performed on a government installation or performed overseas.)

Fifteen days prior to the date the CONTRACTOR operations will begin on base, the CONTRACTOR shall notify the Procurement Representative and provide Contract Security Specification as to—

- (a) The name, address, and telephone number of this Contract company's representative and designated alternate in the U.S. or overseas area, as appropriate:
- (b) The contract number, and military contracting command:
- (c) The highest classification category of defense information to which CONTRACTOR employees will have access:
- (d) The AF installation(s) in the U.S. (in overseas areas identify only the APO number(s) where the Contract Work will be performed:
- (e) The date CONTRACTOR operations will begin on-base in the U.S. or in the overseas area:
- (f) The estimated completion date of operations on base in the U.S. or in the overseas area: and
- (g) Any changes to information previously provided under this clause