

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.

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) (Applies if this Contract exceeds the simplified acquisition threshold. Paragraph (b) is deleted.)
52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996)
52.224-02	PRIVACY ACT (APR 1984) (Applies if this Contract is for the design, development, or operation of such a system of records.)
52.225-01	BUY AMERICAN ACT- SUPPLIES (FEB 2009) (Applicable if the Work contains other than domestic components as defined by this clause.)
52.225-05	TRADE AGREEMENTS (AUG 2009) (Applicable if the Work contains other than domestic components as defined by this clause.)
52.227-01	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceed the simplified acquisition threshold. 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 (DEC 2007)(Applies if this Contract involves classified subject matter.)
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.)
52.246-02	INSPECTION OF SUPPLIES—FIXED PRICE (FEB 1997) (Applies if this Contract is Fixed Price. Note 3 applies except in paragraphs (f), (j), and (l) where Note 1 applies. Note 2 applies.)
52.246-03	INSPECTION OF SUPPLIES—COST REIMBURSEMENT (MAR 2001) (Note 1 applies except (1) in paragraphs (b), (c) and (d) where Note 3 applies and (2) in paragraph (k) where the term is unchanged. In subparagraph (e), "60 days" is changed to "120 days", and in subparagraph (f) "6 months" is changed to "12 months")
52.247-63	PREFERENCE FOR U.S-FLAG AIR CARRIERS (JUN 2003) (Applies if this contract involves international air transportation.)

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 this Contract exceeds \$100,000 and items being furnished under this Contract are not commercial items. In paragraph (b) insert "or ULA" after "Director, Office of Contracts".)
N52.203-002	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAY 2003) (Applies if this Contract exceeds \$100,000 and items furnished under this Contract are not commercial items.)
N52.203-003	PERSONAL CONDUCT (MAY 2003)
N52.204-001	SECURITY REQUIREMENTS (AUG 2006) ALT 1 (AUG 2006) (Applies if access to sensitive compartmented information is required. The reference in paragraph (c) to the Changes clause should be deemed to refer to the Changes clause of this Contract.)
N52.204-003	SPECIAL NOTIFICATION AND APPROVAL REQUIREMENTS (JUN 2003) (Note 5 applies.)
N52.204-004	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (JUN 2003) (Applies if this Contract requires COMSEC and/or securing telecommunications.)
N52.209-003	ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2008) (Applies if this Contract exceeds \$100,000.)
N52.211-001	USE OF THE METRIC SYSTEM OF MEASUREMENT (APR 2004)

N52.219-002	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2006)
N52.223-001	HAZARD WARNING LABELS (JAN 2004) (Applies if this Contract requires the delivery of hazardous materials as defined in the clause.)
N52.223-002	SAFETY PRECAUTIONS FOR AMMUNITIONS AND EXPLOSIVES (JAN 2004) (Applies if this Contract involves ammunition or explosives. Note 2 applies except in paragraph (c)(4) where it means "Contracting Officer" as it relates to government personnel. Note 3 applies.)
N52.223-003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (JAN 2004) (Applies if this Contract involves ammunition or explosives. Notes 2 and 3 apply.)
N52.223-004	HAZARD WASTE LIABILITY AND INDEMNIFICATION (MAR 1996) (Note 3 applies.)
N52.223-005	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (JAN 2004) (Note 3 applies.)
N52.223-006	CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH, AND SYSTEM SAFETY REQUIREMENTS (OCT 1997) (Notes 5 and 7 apply.)
N52.223-007	ELIMINATION OF OZONE DEPLETING SUBSTANCES (ODS) (APR 2004) (Note 5 applies.)
N52.227-002	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE: NONCOMMERCIAL ITEMS (SEP 2008) (Note 3 applies)
N52.227-015	DATA REQUIREMENTS (JAN 2004)
N52.228-003	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES AND SPACE LAUNCH VEHICLES (JAN 2004) (Notes 2 and 3 apply.)
N52.231-001	SUPPLEMENTAL COST PRINCIPLES (JAN 2004)
N52.231-003	TRAINING AND EDUCATION COSTS (JAN 2004)
N52.244-002	SUBCONTRACT REPORTING, MONITORING, AND CONSENT (JUN 2008) (Applies unless this Contract is for a fixed price, unclassified commercial product and/or service provided by a US-owned company.)
N52.245-001	CONTRACT ACCOUNTABLE GOVERNMENT PROPERTY: RESPONSIBILITIES USE, REPORTING AND ADMINISTRATION (AUG 2006)

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

B. The following additional provisions apply to this Contract:

1) ENABLING CLAUSE FOR PRIME AND SUPPORT CONTRACTOR RELATIONSHIPS

(a) The Government has or may enter into contracts with one or more of the following companies to provide Contracted systems engineering, technical direction and assistance, consultant and professional services, and/or other management services:

1. Scitor Corporation
2. General Dynamics
3. Tecolote Research, Inc.
4. Analex
5. SRS Technologies
6. Northrop Grumman (TASC)
7. L3 Communications
8. BD Systems
9. SAIC
10. Aerospace Corporation

(b) In the performance of this Contract, subject to coordination with ULA, the CONTRACTOR agrees to cooperate with the companies listed above (hereafter referred to as support contractors). Cooperation includes allowing these support contractors to observe technical activities; discussing technical matters related to this program; and responding to invitations from authorized support contractors to attend meetings. The CONTRACTOR shall provide the support contractors access to data such as, but not limited to, design and development analyses; test data and results; parts, equipment and process specifications; test and test equipment specifications; quality control procedures; manufacturing and assembly procedures; and schedule and milestone data. Support Contractors engaged in general systems engineering and integration efforts are normally authorized access to any technical information pertaining to this Contract. However, exceptions, such as the case where the CONTRACTOR seeks to preclude CAAS/SETA personnel from having access to CONTRACTOR trade secrets, will be handled on a case-by-case basis. If the CONTRACTOR seeks to limit distribution of data to Government personnel only, the CONTRACTOR must submit this request in writing through ULA to the prime contract contracting officer.

- (c) The CONTRACTOR further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (b) above, subject to coordination with the Contractor. This agreement does not relieve the CONTRACTOR of responsibility to manage the subcontracts effectively and efficiently, nor is it intended to establish privity of contract between the Government or support contractors and CONTRACTOR or its subcontractors.
- (d) Support contractors are not authorized to direct the CONTRACTOR in any manner. The CONTRACTOR agrees to accept technical direction as follows:
- (e) CAAS/SETA contracts will contain a Protection of Information clause that requires the support contractor to protect contract data and prohibits the support contractor from using such data for any purpose other than that for which the data was presented.