



DOC 6
COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS/AGREEMENTS FOR
CONSULTANTS

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DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- (a) “Agreement Monitor” means the ULA employee who is the point of contact within ULA for the CONTRACTOR.
- (b) “Background Intellectual Property” means all Intellectual Property Made by or for a party apart from the performance of Work under this Contract.
- (c) “Contract” means the instrument of contracting, such as “Purchase Order”, “PO”, “Subcontract”, or other such type designation, that includes these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a “master” agreement that provides for Releases (such as Release Purchase Orders [RPO]), the term “Contract” shall also mean the Release Purchase Order for the Work to be performed.
- (d) “CONTRACTOR” means the party identified on the face of this Contract with whom ULA is contracting.
- (e) “Foreground Intellectual Property” means all Intellectual Property Made by or for a party in the performance of Work under this Contract.
- (f) “Intellectual Property” means all (i) inventions, discoveries and improvements, (ii) all documented information in whatever form such as information embodied in drawings, specifications, process documents, technical reports, and computer software (e.g., object code and source code) and related computer software documentation, and (iii) all domestic and foreign legal and statutory rights to the foregoing, including but not limited to, patents, trade secrets, copyrights, mask work registrations, and the like.
- (g) “Made” means conceived, developed, first produced, or created.
- (h) “Personal Information” means any non-public personal information provided by an individual to ULA, including any Personally Identifiable Information or Protected Health Information.
- (i) “Personally Identifiable Information” (PII) means any information which can potentially be used to uniquely identify, contact, or locate a single person. Items which might be considered PII include, but are not limited to:
 - Social security number
 - Unlisted and/or unpublished personal telephone number
 - Unlisted and/or unpublished home address
 - Personal email address
 - IP address (in some cases)
 - Vehicle registration plate number
 - Driver’s license number
 - Credit card numbers

- Digital identity

(j) “Protected Health Information” (PHI) means medical records and information of an individual as defined by HIPAA (Health Insurance Portability and Accountability Act of 1996).

(k) “Procurement Representative” means the person authorized by ULA’s cognizant procurement organization to administer and/or execute this Contract.

(l) “ULA” means UNITED LAUNCH ALLIANCE, LLC, as identified on the face of this Contract.

(m) “Work” means all required labor, articles, materials, supplies, goods, services and deliverable information and materials constituting the subject matter of this Contract.

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

(a) CONTRACTOR’s acknowledgment, acceptance of payment, or commencement of performance, shall constitute CONTRACTOR’s unqualified acceptance of this Contract.

(b) Unless expressly accepted in writing by ULA, additional or differing terms or conditions proposed by CONTRACTOR or included in CONTRACTOR’s acknowledgment are objected to by ULA and have no effect.

2. APPROVALS

ULA’s approval of documents shall not relieve CONTRACTOR of its obligations to comply with the requirements of this Contract.

3. ASSIGNMENT

CONTRACTOR shall not assign any of its rights or interest in this Contract or subcontract all or substantially all of its performance of this Contract, without ULA’s prior written consent. CONTRACTOR may assign rights to be paid amounts due, or to become due, to a financing institution if ULA is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of ULA against CONTRACTOR. ULA shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

4. BANKRUPTCY

In the event the CONTRACTOR enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the CONTRACTOR agrees to furnish written notification of the bankruptcy to the Procurement Representative. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, the case number, and a listing of all Contracts with ULA. This obligation remains in effect until final payment under this Contract.

5. CHANGES

(a) Only the Procurement Representative has authority to make changes to this Contract. All changes must be in writing and signed by the parties.

(b) The Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) description of services; (ii) drawings, designs, or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or point of delivery; (v) time of performance; and (vi) place of performance.

(c) ULA personnel other than the Procurement Representative may from time to time render assistance or give technical advice or discuss or effect an exchange of information with CONTRACTOR’s personnel concerning the Work hereunder. No such action shall be deemed to be a change and shall not be the basis for equitable adjustment.

(d) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, ULA shall make an equitable adjustment in this Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the time of performance will be subject to a price adjustment only.

(e) CONTRACTOR must request any equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from ULA. If the CONTRACTOR’s proposed equitable adjustment includes the cost of property made obsolete or excess by the change, ULA shall have the right to prescribe the manner of disposition of the property.

(f) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse CONTRACTOR from proceeding without delay in the performance of this Contract as changed.

6. COMPLIANCE AND ETHICS

(a) CONTRACTOR shall ensure that its personnel providing Work under this Contract are aware of ULA's Code of Ethics and Business Conduct and other applicable ULA Corporate policies, procedures and directives posted in the Command Media Library located on the ULA Intranet. CONTRACTOR shall require its personnel providing Work under this Contract to take compliance or other training as designated by ULA and shall require them to sign the ULA Code of Conduct prior to beginning performance. For training other than compliance training required by ULA, CONTRACTOR may delegate in writing to ULA the ability to inform directly CONTRACTOR's personnel of the requirement to take the training.

(b) Additionally, CONTRACTOR shall ensure its personnel providing Work under this Contract complete programs provided by ULA. CONTRACTOR shall also ensure that its personnel providing Work under this Contract are aware of and comply with any applicable ULA corporate command media posted on ULA internal website in the Command Media Library.

7. COMPLIANCE WITH EXPORT and IMPORT LAWS

(a) In performing the obligations of this Contract, the CONTRACTOR shall comply with export, import and sanctions laws, regulations, orders, and authorizations to include without limitation, Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Such performance shall apply to the export, re-export and import of controlled technology, data, software, services, and/or hardware. The CONTRACTOR shall ensure that its Contract Labor Personnel understand the requirements of applicable export and import laws and regulations and do not export or import controlled technology, data, software, services and/or hardware without first obtaining approval from ULA.

(b) If CONTRACTOR is a US Person (as defined in the ITAR) and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles, or furnishing defense services, CONTRACTOR represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export and import compliance program.

8. COMPLIANCE WITH LAWS

(a) In performing this Contract, CONTRACTOR agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, codes and ordinances ("Laws") that may affect performance of this Contract, to include the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Chapter 8, and any related state laws. CONTRACTOR shall indemnify, defend and hold harmless ULA against any liability, fine or penalty that may be imposed upon ULA as a result of CONTRACTOR's failure to comply with such Laws.

(b) CONTRACTOR represents and warrants that it and its personnel providing Work under this Contract are not included on the Excluded Parties List System (EPLS) and agrees to notify ULA immediately upon learning that it, its personnel providing Work under this Contract, or any of its affiliates has been proposed for inclusion in the Excluded Parties List System (EPLS).

9. CONFLICTS OF INTEREST (COI)

(a) Individual COIs: CONTRACTOR shall ensure that any of its personnel providing Work under this Contract who are current or former government employees comply with the conflict of interest requirements in Chapter 11 of Title 18 of the U.S. Code and 41 U.S.C. §423.

(b) Organizational:

(i) Definitions - In this clause:

(a) "Affiliates" means employees or officers of the CONTRACTOR and first-tier subcontractors involved in the performance of this Contract, or in the decision making process concerning this Contract.

(b) "Interest" means financial interest.

(c) "Organizational" means that the financial, contractual, organizational and other interests of CONTRACTOR personnel performing Work under this Contract shall be deemed to be the interests of the CONTRACTOR.

(ii) Warranty Against Existing Conflicts of Interest

(a) The CONTRACTOR warrants that it and its affiliates do not have any contracts with or any substantial interest in a ULA competitor or customer, other than those disclosed to ULA.

(b) The CONTRACTOR recognizes that during the term of this Contract ULA may have new suppliers, customers, or customers. Once aware of any new ULA supplier or customer, the CONTRACTOR agrees to immediately disclose to ULA information concerning any contract or interest if the contract or interest arises during the term of this Contract.

(iii) ULA shall have the sole discretion to determine whether a potential organizational conflict of interest exists concerning any interest or contract which arises or is identified during the term of this contract. ULA may take such steps as are necessary in the best interest of ULA to eliminate potential conflict of interest.

(iv) Waiver. Any request for waiver of this clause shall be submitted in writing and shall set forth all relevant facts in support of the request for a waiver including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest.

10. DEFAULT

(a) ULA, by written notice, may terminate this Contract for default, in whole or in part, if CONTRACTOR (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. CONTRACTOR shall have ten (10) days (or such longer period as ULA may authorize in writing) to cure any such failure after receipt of notice from ULA. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.

(b) ULA may require CONTRACTOR to deliver to ULA any reports or other Contract deliverables that CONTRACTOR has specifically produced or acquired for the terminated portion of this Contract. Upon direction from ULA, CONTRACTOR shall also protect and preserve property in its possession in which ULA or its Customer has an interest.

(c) Following a termination for default of this Contract, CONTRACTOR shall be compensated only for Work actually delivered and accepted. ULA may withhold from any amount due under this Contract any sum ULA determines to be necessary to protect ULA or ULA's customer against loss because of outstanding liens or claims of former lien holders. CONTRACTOR shall be liable for ULA's excess re-procurement costs. ULA shall pay the Contract price for Work accepted.

(d) Upon the occurrence and during the continuation of a default, ULA may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that CONTRACTOR was not in default, such termination shall be deemed a termination for convenience and CONTRACTOR's remedies shall be limited to those contained in the "Termination for Convenience" clause.

(e) CONTRACTOR shall continue all Work not terminated or cancelled.

11. DISPUTES

All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, CONTRACTOR shall diligently proceed with the performance of this Contract as directed by ULA. CONTRACTOR agrees to provide ULA with prompt written notification of any legal action, subpoena, claim, notice, demand or other legal proceeding brought against CONTRACTOR relating to or arising out of the Work performed under this Contract.

12. DOCUMENTATION AND TRAINING

(a) CONTRACTOR shall provide the required documentation listed below completed by each individual providing Work under this Contract before that individual starts performing any Work.

- Non-employee Government Conflict of Interest (COI) Questionnaire for its personnel providing Work under this Contract who are:
 - current or former employees of the United States government or any state or local government (including any service in the military and including appointments to commissions or service as a temporary government employee);
 - current or former Advisors, Consultants or Special Government Employees to any U.S. Government agency,
 - an immediate family member (spouse, child, parent, brother or sister) of an employee of the U.S. Government with responsibility for matters involving ULA,
 - current or former employee of a foreign government, or

- an immediate family member (spouse, child, parent, brother or sister) of an employee of a foreign government with responsibility for matters involving ULA
- Consultant Intellectual Property and Confidentiality Agreement (IPCA)
- ULA Non-Employee Code of Conduct
- Consultant Orientation
- Consultant Certifications and Agreement

(b) CONTRACTOR shall ensure that all its personnel complete any required entrance and exit paperwork and training.

13. EMPLOYMENT OFFERS

(a) CONTRACTOR shall not itself, nor through its agents or representatives, make any offers of employment to employees of ULA during the period of performance of the Contract. CONTRACTOR shall, if approached by an employee of ULA regarding possible employment of the CONTRACTOR, report any such incident to the Procurement Representative designated herein.

(b) CONTRACTOR may not impose any restrictions on its personnel's ability to provide Work to ULA either as an employee of ULA or as an employee of any other company.

14. ENTIRE AGREEMENT

This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

15. FORCE MAJEURE

(a) CONTRACTOR shall be excused from, and shall not be liable for, failure of performance due to one or more of the following qualifying events (such list being exclusive): (i) War; warlike operation; insurrection; riot; fire; explosion; accident; act of God; act of a public enemy; epidemic; and quarantine restriction, and further provided that such event was beyond CONTRACTOR's control and not occasioned by its negligence or default. This Contract will be extended for that period of time attributable to such event upon written confirmation from ULA.

(b) In order to be excused from performance under subparagraph (a) above, CONTRACTOR shall submit, within ten (10) calendar days of the start of the qualifying event, a written notice providing a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of the CONTRACTOR and not due to its negligence or fault and what efforts CONTRACTOR will make to minimize the length of delay. CONTRACTOR shall submit within ten (10) calendar days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay. If the delay extends for thirty (30) days or more this Contract may be terminated by ULA without additional cost, except for payment for Work completed prior to the commencement of the delay.

16. FURNISHED PROPERTY

If CONTRACTOR will provide Work within ULA's facilities, ULA shall provide reasonable accommodation for office space, computers and supplies. CONTRACTOR shall be accountable for any property that ULA has explicitly authorized to be removed from ULA facilities; e.g., laptops, and immediately return any Furnished Property to ULA upon expiration or termination of their Work. Final payment to the CONTRACTOR may be withheld pending return of ULA Furnished Property.

17. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of Colorado. Any lawsuit filed regarding this Contract shall be filed in either the Colorado District Court located in Arapahoe County, Colorado or the United States District Court located in Denver, Colorado. CONTRACTOR further agrees that the substantive law of Colorado shall apply in such lawsuit without regard to the conflict of law rules of Colorado. CONTRACTOR hereby consents to the jurisdiction and venue of both the Colorado District Court located in Arapahoe County, Colorado and the United States District Court located in Denver, Colorado. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

18. GRATUITIES/KICKBACKS

(a) No gratuities (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier, and no kickbacks, shall be offered or given by CONTRACTOR to any employee of ULA.

(b) CONTRACTOR shall contact ULA's Office of Internal Governance, at 1-800-511-4173, if any employee of ULA requests a gratuity and/or kickback.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is an independent contractor for all purposes. CONTRACTOR shall have complete control over the performance of, and the details for accomplishing, the terms of the Contract. In no event shall CONTRACTOR or its agents, representatives or employees be deemed to be agents, representatives or employees of ULA. CONTRACTOR shall be solely responsible for its personnel to include payment of all compensation and benefits, for all Work performed. CONTRACTOR shall comply with all requirements and obligations relating to its personnel under employment contracts and federal, state and local law. Should a CONTRACTOR employee, agent or representative claim that it is an employee of ULA or file a claim for compensation or benefits, CONTRACTOR shall indemnify and defend ULA against any such claim. CONTRACTOR shall also indemnify and defend ULA against any liability, fine or penalty that may be imposed upon ULA for CONTRACTOR's failure to comply with its employment contracts or federal, state or local law.

20. INFORMATION OF ULA

Information provided by ULA to CONTRACTOR remains the property of ULA and such information, including tangible items conveying or embodying such information, is deemed the proprietary, confidential and/or trade secret information of ULA. Information provided by ULA to CONTRACTOR remains the property of ULA and such information, including tangible items conveying or embodying such information, is deemed the proprietary, confidential and/or trade secret information of ULA. Such information may be used by CONTRACTOR solely for the purposes of this Contract. CONTRACTOR may not disclose to any third party such information without the prior written consent of ULA.

CONTRACTOR shall ensure each of its personnel providing Work to ULA under or in connection with this Contract signs and complies with the Intellectual Property and Confidentiality Agreement (IPCA) provided by ULA to CONTRACTOR. CONTRACTOR shall provide ULA with the original IPCA signed by each such individual retaining for itself one archival copy.

21. INFORMATION OF CONTRACTOR

ULA personnel are not authorized to receive any information in confidence from CONTRACTOR or its personnel. All communications of any kind from CONTRACTOR to ULA, accordingly, shall be deemed to be on a non-confidential basis. CONTRACTOR shall ensure that its personnel do not use information proprietary or otherwise sensitive to any company other than ULA in the performance of Work under or in connection with this Contract.

22. INSPECTION AND ACCEPTANCE

(a) ULA and its customer may inspect all Work at reasonable times and places. No such inspection shall relieve CONTRACTOR of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract.

(b) If CONTRACTOR delivers non-conforming Work, ULA may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work. CONTRACTOR shall not re-tender rejected Work without disclosing the corrective action taken.

23. INSURANCE AND ENTRY ON ULA PROPERTY

(a) The provisions of this subparagraph (a) shall apply only in the event that CONTRACTOR, its employees, agents, or Subcontractors enter the site(s) of ULA or its customers for any reason in connection with this Contract.

(ii) CONTRACTOR and its Subcontractors shall procure and maintain for the performance of this Contract the following types of insurance:

- (a) Worker's Compensation in amounts as required by law, including U.S. Longshoreman and Harbor Worker's Act, if applicable, and Employer's Liability at a limit no less than \$1 Million.
- (b) Commercial General Liability covering Premises Liability, Contractual Liability, Products and Completed Operations and Personal Injury Liability at a limit no less than \$3 Million each occurrence and annual aggregate. This policy shall name ULA as an additional insured and include a Waiver of Subrogation in favor of ULA; and
- (c) Commercial Automobile Liability covering all owned, non-owned and hired vehicles, including loading and unloading thereof at a limit of no less than \$1 Million.

(ii) CONTRACTOR and its Subcontractors shall comply with all site requirements. CONTRACTOR shall ensure that all ULA badges are returned to ULA upon expiration or termination of Work. Final payment to the CONTRACTOR may be withheld pending reconciliation of the issued badges.

(b) CONTRACTOR shall maintain professional liability insurance coverage to insure it against any claim for damages arising out of any acts or omissions in connection with CONTRACTOR establishment or operation of the CONTRACTOR Work specified herein. Such coverage shall not be less than five million dollars (\$5,000,000) per occurrence and twenty million dollars (\$20,000,000) in the aggregate. This policy shall name ULA as an additional insured and include a Waiver of Subrogation in favor of ULA.

(c) CONTRACTOR shall provide ULA thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of CONTRACTOR's required insurance, provided however such notice shall not relieve CONTRACTOR of its obligations to carry the required insurance. At Contract inception and annually thereafter, CONTRACTOR shall send a "Certificate of Insurance" showing CONTRACTOR's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects to the interest of ULA and is not contributory with any insurance which ULA may carry.

(d) "Subcontractor" as used in this clause shall include CONTRACTOR's subcontractors at any tier. CONTRACTOR's obligations to carry insurance coverages are freestanding and are not affected by any other language in this Contract.

24. INTELLECTUAL PROPERTY AND INDEMNITY

(a) All Foreground Intellectual Property Made by or for CONTRACTOR, either alone or with others, in the performance of this Contract will be (i) the exclusive property of ULA ("Assigned Intellectual Property"), (ii) delivered to ULA promptly upon request, and (iii) protected and used in accordance with the "Information of ULA" clause.

(b) CONTRACTOR will (i) promptly disclose in writing all inventions conceived, developed or first reduced to practice in the performance of this Contract to ULA and (ii) execute all papers, cooperate with ULA and perform all acts necessary in connection with the filing, prosecution or assignment of related patents or patent applications on behalf of ULA.

(c) To the extent permitted under United States or foreign copyright law, all works of authorship, including documents, drawings, software, software documentation, photographs, videotapes, sound recordings and images, created by or for CONTRACTOR, either alone or with others in the performance of this Contract, will be works made for hire, with the copyrights therein vesting in ULA. The copyrights in all other such works that fall under this paragraph, including the exclusive rights therein, will be promptly transferred and formally assigned free of charge to ULA.

(d) CONTRACTOR grants to ULA, and to ULA's customers, suppliers, and subcontractors, an irrevocable, nonexclusive, paid-up, transferable, worldwide license under any Background Intellectual Property owned or controlled by CONTRACTOR, but only to the extent that such Background Intellectual Property of CONTRACTOR would otherwise interfere with ULA's or ULA's customers', subcontractors', or suppliers' use or enjoyment of the Work being delivered under this Contract or the Assigned Intellectual Property.

(e) CONTRACTOR warrants that the Assigned Intellectual Property and/or Work performed or delivered under this Contract will not infringe or otherwise violate the Intellectual Property rights of any third party.

(f) CONTRACTOR shall defend and hold harmless and shall indemnify ULA, its customers, agents, employees, and contractors from and against any loss, damage or liability including attorney's fees and costs, based on a claim of infringement or misappropriation of any third party's Intellectual Property rights by the Work or Assigned Intellectual Property performed or delivered hereunder. ULA shall notify CONTRACTOR promptly of any such claim and, at CONTRACTOR'S option and expense, shall provide to CONTRACTOR reasonable and necessary information, assistance (at CONTRACTOR's expense) and authority to defend or settle said claim. If required by ULA, CONTRACTOR shall provide proof of having sufficient resources or insurance to support this indemnification obligation. In case any Work or Assigned Intellectual Property provided hereunder in any suit is held to constitute violation of such third party's Intellectual Property rights and its use is enjoined, CONTRACTOR shall at its option and expense (i) procure for ULA the right to continue using the Work and/or Assigned Intellectual Property, or (ii) modify the same to make it non-infringing, or (iii) replace the same with Work and/or Assigned Intellectual Property that is non-infringing and acceptable to ULA. CONTRACTOR shall not have any liability for infringement or misappropriation if the alleged infringement or misappropriation would not have occurred except for ULA's unauthorized modification of the Work and/or Assigned Intellectual Property or unauthorized combination with other articles, materials, supplies, goods or Intellectual Property.

25. MAINTENANCE OF RECORDS

(a) CONTRACTOR shall maintain complete and accurate records relating to its performance of the Work in accordance with generally accepted accounting principles to substantiate that CONTRACTOR performed all tasks required by the Contract. Such records shall include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. CONTRACTOR shall retain such records for three (3) years from final payment of this Contract.

(b) ULA shall have access to such records, and any other records CONTRACTOR is required to maintain under this Contract, for the purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained. Any payments may be (i) reduced by amounts found not to have been properly payable or; (ii) adjusted for prior overpayments or underpayments.

26. MANDATORY DISCLOSURE REQUIREMENTS

(a) CONTRACTOR shall report, and shall have its personnel report, any Potentially Disclosable Matter that they become aware of that is related to performance of a ULA government contract to the ULA Law Department or ULA Ethics. CONTRACTOR shall cooperate with ULA in investigating any Potentially Disclosable Matter.

(b) Potentially Disclosable Matter is any of the following:

(i) Fraud, False Statements and False Claims

- (a) Any statement, orally or in writing, that a Person has made to any employee or representative of the government that the Person knew to be false.
- (b) Creation or use of any document by a Person in connection with any government contract that the Person knew to be false or misleading.
- (c) Knowing failure by a Person to deliver products or services that conform to requirements of a government contract. Examples include failure to comply with a requirement such as a Buy American Act contract provision, failing to comply with Range safety requirements or using parts that do not meet ULA requirements.
- (d) Knowing creation of a false record by a Person related to performance of a United States government contract.
- (e) Knowing concealment by a Person of a fact from the government that should have been disclosed to the government.
- (f) Any TINA certification that ULA or a subcontractor has submitted that contained any error.
- (g) Any submission by a Person of a request for payment to the government that the Person knew, at the time of submittal, was inaccurate or overstated.
- (h) Any knowing mischarging of time by a Person.
- (i) Knowing failure by a Person to perform a process or test required by a contract.
- (j) Any violation by any Person of CPS-026 (Procurement Integrity).
- (k) Any misuse of government property.

(ii) Bribery

- (a) Any gift or gratuity that has been provided by a Person to any government employee in violation of CPS-004 (Gifts, Gratuities and Other Business Courtesies).
- (b) Any gift or payment of anything of value to a United States government employee by a Person, where such payment is intended to influence that government employee to take or refrain from taking any action in his or her official capacity.
- (c) Any gift or gratuity that has been provided to a Person in violation of CPS-004 (Gifts, Gratuities and Other Business Courtesies) or CPS-013 (Anti-Kickback Compliance).

(iii) Conflict of Interest

- (a) Any violation of CPS-011 (Employing Current or Former United States Government Employees) in connection with hiring and use of a former government employee by a Person.
- (b) Any violation by a Person of CPS-012 (Marketing to the U.S. Government).

(c) Definitions

“Know”, “knowing” or “knew,” when used to qualify a matter described in section 4.1, means that the Person either had actual knowledge of the matter, that the Person should have known of the matter or that the Person proceeded with reckless disregard for the matter.

“Person” means any employee of ULA or any subcontractor, as well as any contract labor, consultant, agent or other representative of ULA or any subcontractor. Person also means ULA or any subcontractor as a whole.

27. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (i) ULA's receipt of the CONTRACTOR's proper invoice; (ii) scheduled completion of performance date of the Work; or (iii) actual completion of performance of the Work.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by ULA or CONTRACTOR not to have been properly payable, and shall also be subject to reduction for overpayments. CONTRACTOR shall promptly notify ULA of any such overpayments found by CONTRACTOR.

(c) ULA shall have a right of setoff or recoupment against payments due or at issue under this Contract or any other Contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing ULA's payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state, local, and foreign taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. When taxable and non-taxable items are invoiced under this Contract, taxable versus non-taxable items shall be separately stated. If Work purchased qualify for tax exemption, then an exemption certificate will be presented from ULA to vendor.

(f) CONTRACTOR agrees to submit upon the request of Procurement Representative a release of claims upon final payment under this Contract.

28. PERSONAL INFORMATION

CONTRACTOR personnel and its Subcontractors shall take reasonable and prudent action to protect against unauthorized use or disclosure of any Personal Information that CONTRACTOR personnel and its Subcontractors receive or come into contact with. CONTRACTOR personnel and its Subcontractors shall not disclose any Personal Information to entities or persons who do not have a need to receive such information or who are located outside the United States. CONTRACTOR shall use encryption if, as part of Work under this Contract, CONTRACTOR must send Personal Information electronically.

29. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (i) Face of the Purchase Order and/or Task Order, release document, the schedule of this Contract, (including any continuation sheets), and/or any special terms and conditions; (ii) Terms and Conditions, including this Document; (iii) Statement of Work; (iv) Specifications; (v) Drawings; and (vi) any other exhibits of this Contract.

30. PRICE WARRANTY

The CONTRACTOR warrants that the prices and rates stated herein represent currently established prices and rates and are no higher than would be charged to any other customer, whether commercial or an agency of the United States Government for similar Work in like quantities.

31. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by CONTRACTOR without the prior written approval of ULA.

32. REPORTING REQUIREMENTS

(a) The CONTRACTOR shall submit the Consultant Activity Report to ULA with each invoice for payment submitted under this Contract describing in reasonable detail specific items of work accomplished during the preceding reporting period. Such reports shall include but should not be limited to the hours spent on each task, persons visited and subjects discussed, meeting minutes, trip reports and collateral memoranda. Upon completion of this Contract, the CONTRACTOR shall submit a cumulative final report summarizing all Work accomplished during the Contract performance period.

(b) The CONTRACTOR shall provide ULA a monthly report of the actuals cost expenditures for the month reported.

33. RIGHTS AND REMEDIES

Except as otherwise limited in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

34. SEVERABILITY

Each clause, paragraph and sub-paragraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

35. STOP WORK

(a) CONTRACTOR shall stop Work for up to one hundred (100) days in accordance with any written notice received from ULA, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, ULA shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to CONTRACTOR. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, performance schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

36. SURVIVABILITY

If this Contract expires, is completed, or is terminated, CONTRACTOR shall not be relieved of those obligations contained in this Contract for the following clauses:

- Compliance with Export and Import Laws
- Compliance with Laws
- Disputes
- Governing Law and Venue
- Independent Contractor Relationship
- Information of ULA
- Insurance/Entry on ULA Property
- Intellectual Property and Indemnity
- Maintenance of Records
- Mandatory Disclosure Requirement
- Personal Information
- Release of Information
- Warranty

(b) Any Confidentiality Agreement entered into by the parties applicable to this Contract.

37. TERMINATION FOR CONVENIENCE

(a) ULA may terminate part or all of this Contract for its convenience by giving written notice to CONTRACTOR.

(b) Upon termination, in accordance with ULA's written direction, CONTRACTOR will immediately: (i) Cease work; (ii) Prepare and submit to ULA an itemization of all completed and partially completed deliverables and services; (iii) Deliver to ULA any and all Work completed up to the date of termination at the agreed upon prices; and (iv) Deliver upon request any Work in process. In the event ULA terminates for its convenience after performance has commenced, ULA will compensate CONTRACTOR for the actual, allowable, and reasonable expenses incurred by CONTRACTOR for Work in process up to and including the date of termination provided CONTRACTOR uses reasonable efforts to mitigate ULA's liability under this clause.

(c) In no event shall ULA be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. CONTRACTOR's termination claim shall be submitted within sixty (60) days from the effective date of the termination.

(d) CONTRACTOR shall continue all Work not terminated.

38. TIMELY PERFORMANCE

(a) CONTRACTOR's timely performance is of the essence and is a material element of this Contract.

(b) If CONTRACTOR becomes aware of difficulty in performing the Work, CONTRACTOR shall timely notify ULA, in writing, giving pertinent details. This notification shall not change any performance schedule.

39. TRAVEL COSTS

CONTRACTOR travel expenses shall be reimbursed by ULA for expenses that are authorized under this Contract and approved by the ULA designated Project Manager in advance of the requested travel. Travel reimbursement shall be in accordance with the GSA per diem guidelines as established on the GSA website at www.gsa.gov. ULA shall not reimburse any of the following travel expenses: alcohol, entertainment, telephone bills, airfare other than coach airfare, rental cars larger than midsize, laundry or per diem expenses that exceed GSA per diem rates unless approved in advance by the ULA designated Project Manager. Any travel expenses that exceed per diem rates must be approved in advance under the 300% per diem rule by the ULA designated Project Manager. To be eligible for reimbursement, copies of travel expense receipts \$50 or greater must be submitted with invoices for payment. Reimbursement shall be for actual and reasonable expenses only without any markup rate.

40. WAIVERS

Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

41. WARRANTY

(a) CONTRACTOR warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the Work to be furnished by CONTRACTOR under this Contract.

(b) CONTRACTOR warrants that it will perform the Work under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to Work of a similar nature.