

Additional Provisions For Commercial Items

1. The following clauses are Incorporated by herein:

(a) Definitions

Unless otherwise prescribed:

"Prime Contractor" or "Buyer" means United Space Alliance, LLC.

"Contracting Officer" means a person with the authority to enter into, administer and/or terminate Government contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

"Government" means the Government of the United States.

"Prime Contract" means the Government contract under which this Subcontract is issued.

"FAR" means the Federal Acquisition Regulation and "NFS" means the NASA FAR Supplement. The text of clauses identified below by a FAR or NFS clause number are incorporated herein by reference, subject to the following definitions and to the modifications indicated:

"Contractor" means Subcontractor.

"Subcontractor" means Subcontractor's lower-tier subcontractor.

"Contract" means this Subcontract.

2. Federal Acquisition Regulation (48 CFR Chapter 1) clauses

Location of Clauses

The full text of a clause may be accessed electronically at this address:

Federal Acquisition Regulation (FAR) – <http://www.acqnet.gov/far>

The clauses identified below are hereby incorporated by reference into this Subcontract:

(a) FAR 52.244-6, Subcontracts for Commercial Items (Dec 2009)

(1) *Definitions.* As used in this clause --

"Commercial Item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(2) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(3) (a) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (1) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a

performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

- (2) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
 - (3) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (4) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (5) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (Apr 1998) (38 U.S.C. 4212(a)).
 - (6) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (7) (Reserved)
 - (8) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - (9) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) 46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (4) The Contractor shall include the terms of this clause, including this paragraph (4), in subcontracts awarded under this contract.
- (b) 52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
(Applicable if this Order is for \$50,000 or more)
- (c) 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
- "Contracting Officer" means Buyer in paragraph (e). "Government" means Government or Buyer in paragraph (f). "Government" means Government and Buyer in paragraph (h). In paragraph (h)(3) "The Government is not" is changed to "Neither the Government nor the Buyer is."
- (Applicable if this Order requires the delivery of hazardous materials or on the advice of the Buyer's technical representative that the Order will involve exposure to hazardous materials in any manner, e.g., performance of work, use, handling, manufacturing, packaging, transportation, storage, inspection, and disposal.)
- (d) 52.227-19 Commercial Computer Software-Restricted Rights (Dec 2007) (Applicable only if existing computer software is to be delivered under this Contract.)

3. Human Space Flight Item

(Applicable if this Contract is for human space flight hardware or flight related equipment.)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

4. Definitive Prime Contract

Seller recognizes that Buyer's definitive prime contract may contain provisions different from or in addition to the provisions contained in this Order. Seller agrees to accept statutory requirements, executive orders or requirements of Federal Acquisition Regulation (FAR), NASA Federal Acquisition Regulation Supplement (NFS) or any other mandatory requirement subject to equitable adjustment to this Order as may be required, and to negotiate in good faith for the inclusion herein of any other changes or additional provisions in Buyer's definitive prime contract.