

Fixed Price Additional Provisions (ATK Thiokol contracts)

1. Definitions

As used in this Order:

"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 Order 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 Seller.

"Subcontractor" means Seller's subcontractor.

"Contract" means this Order.

2. Royalty Costs or Charges

If the costs to be paid under this Order include royalty costs or charges exceeding \$250, the following provisions shall apply:

"Seller acknowledges that payment of any sum for royalties included as a cost or charge in this Order shall be subject to the provisions of FAR 27.202-3, 'Adjustment of Royalties' and FAR 27.202-4, 'Refund of Royalties'."

3. Procurement Integrity

Seller agrees to comply with Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Public Law (P.L.) 101-189, and as implemented by the FAR.

If Buyer's price or fee is reduced by the Government in accordance with FAR 3.104-9, or if Buyer is otherwise subjected to any liability as the result of Seller's or its lower tier subcontractor's failure to comply with the above law, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including profit) resulting from such failure.

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 the FAR, 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.

5. Packaging and Marking

(Applicable if this Order specifies shipment of items directly to the Government.)

- (a) Seller shall pack and mark all hardware deliverable under this Order in accordance with the provisions of NASA Procedures and Guidelines (NPG) 6000.1E, Requirements for Packaging, Handling, and Transportation of Equipment and Associated Components.
- (b) Seller shall pack potentially hazardous items in accordance with NPG 6000.1E
- (c) Seller shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. Buyer's technical representative is the approving official of the records and special packaging data in accordance with NPG 6000.1E.

- (d) Seller's packaging specifications or procedures may be utilized if they are (i) not in conflict with cited NASA specifications and (ii) approved in writing by Buyer. In any conflict between NASA and Seller specifications or procedures, the NASA documents cited in this clause shall take precedence.
- (e) Seller shall place identical requirements on all subcontracts.
- (f) Seller shall prominently display a NASA Critical Space Item label on the wrapping or covering of all items furnished, shipped, or transported in support of this Order that are for space flight use. Class I, Class II, and Class III interim packages and all exterior shipping containers will be marked to alert shipping and handling personnel to the criticality of the item in accordance with NPG 6000.1E. All markings for space flight items shall be blue in color. All shipping documents and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE."

6. For Use in Manned 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 in writing to the immediate attention of the cognizant Buyer Procurement Representative.

Seller will include substantially this clause, including this paragraph, in every lower-tier subcontract.

7. Product Changes

Seller shall provide in writing advance notification to the cognizant Buyer Procurement Representative of any change(s) to tooling, facilities, materials, or processes at Seller or Seller's sub-tier supplier(s) that could affect Buyer-contracted product. This includes, but is not limited to, fabrication, assembly, handling, inspection, acceptance, testing, facility relocation, or introduction of a new manufacturer.

8. Government Inspection Rights

The Government has the right to inspect any or all of the work included in this Contract at Seller's plant. If the Government performs any inspection or tests on Seller's premises, Seller shall furnish all reasonable facilities and assistance for safe and convenient performance of these duties.

9. Products, Methods and Manufacturing Processes

Any knowledge or information which shall have been disclosed or may hereafter be disclosed to either party incident to the placing and filling of this Order shall not, unless otherwise specifically agreed upon in writing by both parties, be deemed to be confidential or proprietary information and accordingly shall be acquired free from any restriction other than restrictions imposed by patent rights.

10. Hazardous Material Identification and Material Safety Data

Five days prior to shipment of hazardous material as defined by the latest version of Federal Standard No. 313, Seller shall mail one copy of Occupational Safety & Health Administration (OSHA) Form 20 or 174, Material Safety Data Sheet to Buyer.

Seller shall provide to Buyer an OSHA Form 20 or 174 for each hazardous material being shipped. OSHA Form 20 or 174 shall include the stock number or the material specification number as defined in this Order. FAR 52.223-3 is incorporated in this Order by reference and applies as if fully set forth herein.

The packaging, labeling, and shipping of any hazardous substances must conform with all current local, federal and state laws and regulations. In addition to application of proper shipping labels on the outside container, each container of hazardous substance shall be marked with the appropriate precautionary label according to the Code of Federal Regulations (CFR).

11. Safety and Accident Prevention

In performing any work under this Order on premises which are under the direct control of Buyer or Buyer's customer, Seller shall (1) conform to all safety rules and requirements set forth in the laws of the State(s) where this Order is being performed which are in effect on the date of this Order, and which are incorporated

herein by reference, and (2) take such additional precautions as Buyer or Buyer's customer may reasonably require for safety and accident purposes. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, Buyer, Buyer's customer and Government personnel performing or in any way coming in contact with the performance of this Order on such premises.

12. Safety Reporting

Any accident, incident or exposure resulting in fatality, lost-time, occupational injury, occupation disease, contamination, or damage of property or parts which may affect the performance of this Order shall be reported to the cognizant Buyer Procurement Representative.

13. Export of Technical Data

- (a) Each Party represents and warrants that no technical data furnished to it by the other party or developed by the other party during the performance of the work under this Order shall be disclosed to any foreign national, firm, or country, including foreign nationals employed by or associated with either party, without first complying with all requirements of the International Traffic in Arms Regulations, 22 CFR 120 et seq.; the Export Administration Act, 50 U.S.C. Appx, 2401 et seq.; and DoD Directive 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," including the requirements for obtaining any export license, if applicable.
- (b) Either party shall first obtain the written consent of the other party prior to submitting any request for authority to export any such technical data.

14. Export/Import Compliance

Seller represents and warrants that it shall comply with all U.S. export and import laws and regulations. Further, by acceptance of this Order, Seller certifies that they are registered in accordance with the U.S. Department of State as required by the International Traffic in Arms Regulations (22 CFR Parts 120-130), if required. Any commodities, technical data and/or services provided by Buyer to Seller in connection with this Order (hereinafter referred to as "Items Provided by Buyer"), as well as any commodities, technical data and/or services developed or produced therefrom by Seller (hereinafter referred to as "Items Produced by Seller for Buyer under the terms of this Purchase Order"), are subject to the requirements of the International Traffic in Arms Regulations, 22 CFR Part 120 et. Seq. ("ITAR"), the Export Administration Regulations, 15 CFR Part 730 et seq. ("EAR"), and/or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure.

Seller represents and warrants that neither the Items Provided by Buyer, nor the Items Produced by Seller for Buyer under the terms of this Purchase Order, will be exported, transferred or disclosed outside the United States or to any foreign person, as defined under ITAR and the EAR, unless any necessary United States Government export license or other authorization has been obtained.

Seller shall obtain the written consent of Buyer prior to exporting, transferring or disclosing any Items Provided by Buyer or Produced by Seller outside the United States or to any foreign person, and also shall obtain the written consent of Buyer prior to submitting any application for a license or other authorization under ITAR and/or EAR.

15. FAR Clauses Incorporated by Reference

- 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995)
(Applicable to all Orders)
- 52.203-7 Anti-Kickback Procedures (Jul 1995)
(Applicable to all Orders)
Delete paragraph (c)(1). The following is added to paragraph (c)(2): "Seller shall notify Buyer when such action has been taken." In paragraph (c)(4)(i) "which in turn may be offset by Buyer under this Order" is added after "the Prime Contract."

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions ((Sep 2005)
(Applicable if this Order exceeds \$100,000)
In (c)(1) "Contractor who requests or receives from an agency a Federal Contract shall file with that agency" is changed to "Seller shall file with Buyer." In (c)(2) "The Contractor shall file" is changed to "Seller shall file with Buyer." In (c)(3) "Contractor" is changed to "Seller."
- 52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010)
(Applicable if the Order 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.
- 52.203-14 Display of Hotline Poster(s) (Dec 2007)
(Applicable if Order exceeds \$5,000,000, except if it is for the acquisition of a commercial item or performed entirely outside the United States.)
- 52.204-2 Security Requirements. (Aug 1996)
(Applicable if this Order involves access to classified information. Delete references to the Changes clause.)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
(Applicable if Order exceeds \$25,000)
- 52.211-5 Material Requirements (Aug 2000)
(Applicable to all Orders.)
"Contracting Officer" means Buyer and "Government" means Buyer in the last sentence.
- 52.211-15 Defense Priority and Allocation Requirements (Sep 1990)
(Applicable if Order exceeds \$50,000)
- 52.215-2 Audit and Records – Negotiations (Jun 1999)
(Applicable if award exceeds \$100,000, and is cost-reimbursement, incentive, time-and-materials, labor hour, or price redeterminable type or any combination of these (i) for which cost or pricing data are required; or (ii) that require Seller to furnish reports as discussed in paragraph (e) of this clause.)
"Contracting Officer" means Contracting Officer or Buyer.
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 1997)
(Applicable to all Orders)
In paragraph (a)(3) insert "of this Order" after "price or costs". In paragraph (c) "Contracting Officers" means Contracting Officer or Buyer. In paragraphs (c)(1)(ii) and (c)(2)(i) "Contracting Officer" means Contracting Officer or Buyer. In paragraph (c)(2)(i)(A) replace "to the Contracting Officer" with "to Buyer." In paragraph (c)(2)(ii)(B) "Government" means Government or Buyer.
- 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
(Applicable if submission of certified cost or pricing data is required for this Order.)
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997)
- 52.215-14 Integrity of Unit Prices (Oct 1997)
(Applicable to all Orders) Delete paragraph (b).
- 52.215-15 Pension Adjustments and Asset Reversions (Oct 2004)
(Applicable if submission of certified cost or pricing data is required for this Order)

Insert "and Buyer" after "Contracting Officer."

- 52.215-18 Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (Jul 2005)
(Applicable if submission of certified cost or pricing data is required for this Order)
- 52.215-19 Notification of Ownership Changes (Oct 1997)
(Applicable if submission of certified cost or pricing data is required for this Order)
- 52.215-21 Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications (OCT 1997)
(Applicable if submission of certified cost or pricing data is required for this Order)
- 52.219-8 Utilization Small Business Concerns (May 2004)
(Applicable to all Orders)
- 52.219-9 Small Business Subcontracting Plan (Jul 2005)
(Applicable if this Order exceeds \$500,000 and Seller is other than a small business.)
Paragraph (c) is substituted by the following: "(c) The Offeror, upon request by Buyer shall submit for review a subcontracting plan, where applicable, which addresses separately subcontracting with small business concerns and small disadvantaged business concerns. Failure to submit a proper subcontracting plan shall make the offeror ineligible for award of a "purchase order."
- 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
(Applicable to all Orders) "Contracting Officer" means Buyer.
- 52.222-3 Convict Labor (Jun 2003)
(Applicable to all Orders)
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)
(Applicable to all Orders)
Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Apr 2002)
(Applicable to all Orders) Delete paragraphs (a) and (c).
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
(Applicable if this Order is \$25,000 or more)
- 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
(Applicable if this Order exceeds \$10,000)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
(Applicable if this Order equals or exceeds \$25,000)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)– Alternate I (Jul 1995)
(Applicable if this Order requires the delivery of hazardous materials or on the advice of Buyer's technical representative that the contract will involve exposure to hazardous materials in any manner; e.g., performance of work, use, handling, manufacturing, packaging, transportation, storage, inspection, and disposal).

"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 Buyer is."

- 52.223-14 Toxic Chemical Release Reporting (Aug 2003)
(Applicable if this Order is for non-commercial items or if this Order is expected to exceed \$100,000)
- 52.225-1 Buy America Act -- Supplies (Feb 2009)
- 52.225-13 Restrictions on Certain Foreign Purchases (Mar 2005)
(Applicable to all Orders) "Contracting Officer" means Buyer.
- 52.227-1 Authorization and Consent (Jul 1995) – Alternate I (Apr 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
(Applicable if this Order is over \$25,000) (Aug 1996)
- 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (Jun 1997) as modified by NFS 18-27.373(a)(4)
(Applicable if this Order is for experimental, developmental, or research work and (1) the Seller is a small business or (2) this Order is with a non-profit organization)
- 52.227-12 Patent Rights – Retention by the Contractor (Long Form) (Jun 1987)
(Applicable if this Order is for experimental, developmental, or research work and FAR Clause 52.227-11 above does not apply.)
- 52.227-14 Rights in Data – General (Jun 1987) Alternates I, II, III, and IV as modified by NFS 1852.227-14.
(Applicable to all Orders requiring delivery of data as defined in this clause).

With reference to paragraph (d)(3) of this clause, Buyer and its Sellers performing hereunder are expected to share among themselves computer software first produced in the performance of this Order and any order hereunder. Such software installed in Government-owned equipment shall be deemed delivered to the Government as contemplated by the Rights in Data – General clause.

Alternate II (JUN 1987) as amended to add the following to paragraph (a) of the Limited Rights Notice

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by non-government evaluators
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information or use in connection with the work performed under the contract.
- (iv) Emergency repair or overhaul work.
- (v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

Alternate III (JUN 1987)

All restricted computer software necessary to accomplish the mission and intent of Buyer's contract in support of the Government is hereby authorized to be delivered subject to FAR 52.227-14, Rights in Data – General (JUN 198), Alternate III and Alternate V as modified by NFS 1852.227-14

- 52.227-16 Additional Data Requirements (Jun 1987)
- 52.242-13 Bankruptcy (Jul 1995) ("Contracting Officer" means Buyer.).

- 52.242-15 Stop-Work Order (Aug 1989) – Alternate I (APR 1984)
(Applicable to all Orders)
“Contracting Officer” means Buyer, the term “for the convenience of the Government” in paragraph (c) is replaced by “for convenience,” “90 days” is changed to “100 days” in paragraph (a) and “30 days” is changed to “20 days” in paragraph (b)(2).
- 52.244-5 Competition in Subcontracting (Dec 1996)
(Applicable if this Order exceeds \$100,000 unless it was awarded based on price competition)
- 52.244-6 Subcontracts for Commercial Items (Jul 2004)
- 52.245-2 Government Property (Fixed-Price Contracts) (May 2004)
(Applicable to all Orders)
- 52.245-17 Special Tooling (May 2004)
- 52.245-18 Special Test Equipment (Feb 1983)
- 52.246-25 Limitation of Liability - Services (Feb 1997)
- 52.248-1 Value Engineering (Feb 2000)
(Applicable if this Order is or is expected to be \$100,000 or more).
Seller’s proportionate share (percentage) of any instant, concurrent and future contract net acquisition savings and collateral savings will be negotiated between Buyer and Seller prior to submittal of any Value Engineering Change Proposal (VECP) to Buyer’s customer and/or the Government.
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (May 2004)
(Applicable to all Orders)
In paragraph (c) “120 days” and “120-day” are changed to “90 days” and “90-day”. In paragraph (e), “1 year” is changed to “6 months).” “Government” means Government or Buyer.
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
(Applicable to all Orders)

16. NASA FAR Supplement Clauses Incorporated by Reference

- 1852.208-81 Restrictions on Printing and Duplicating (Nov 2004)
(Applicable if this Order may require printing or duplicating/copying in excess of the limits defined in paragraph (c) of the clause)
- 1852.219-74 Use of Rural Area Small Businesses (Sep 1990)
(Applicable to all Orders)
- 1852.219-75 Small Business Subcontracting Reporting (May 1999)
(Applicable if this Order includes FAR 52.219-9). “Contractor” means Seller.
- 1852.223-70 Safety and Health (Apr 2002)
(Applicable if this Order is (i) for \$1 million or more, (ii) includes construction, repair, or alteration in excess of \$25,000, or (iii) regardless of dollar amount involving the use of hazardous materials or operations).
“Contracting Officer,” “Government,” and “NASA” mean Buyer; in paragraph (f) “authorized Government representatives of the Contracting Officer” is changed to “authorized Government and Buyer representatives;” and “Contract Schedule” and “Schedule” mean Order.

- 1852.227-70 New Technology (May 2002)
(Applicable if this Order is for experimental, developmental, research, design or engineering work and Seller is other than a small business or non-profit organization)
- 1852.227-71 Requests for Waiver of Rights to Inventions (Apr 1984)
- 1852.227-72 Designation of New Technology Representative and Patent Representative. (Jul 1997)
The following are designated to administer the New Technology clause or FAR Clause 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (whichever is applicable to this Order) in accordance with NFS 1827.305-370:
- (New Technology Representative)
Chief, Technology Utilization Office AT01
George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
- (Patent Representative)
Patent Counsel CC01
George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
- 1852.227-86 Commercial Computer Software – Licensing (Dec 1987)
(Applicable if this Order includes commercial computer software) “Contracting Officer,” “Government,” and “NASA” means Buyer.
- 1852.228-72 Cross-Waiver of Liability for Space Shuttle Services (Sep 1993)
(Applicable to all Orders)
- 1852.228-76 Cross-Waiver of Liability for Space Station Activities (Sep 1993)
(Applicable to all Orders) Seller agrees to the provisions of this clause and specifically agrees to the cross-waiver of liability set forth in paragraphs (c), (d), (e), and (g) thereof.
- 1852.244-70 Geographic Participation in the Aerospace Program (Apr 1985)
(Applicable if Order is or is expected to be \$100,000 or more)
- 1852.245-70 Contractor Requests for Government-Owned Equipment (Jul1997)
- 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Oct 2003)
(except reports are due September 20th)
- 1852.247-71 Protection of the Florida Manatee (Mar 1989)
(Applicable if this Order involves use of waterways inhabited by manatees)

17. Security

Seller is responsible to assure that Seller's employees entering Buyer or Buyer's customer facilities are properly badged and made aware of the posted and other applicable security requirements. Seller is responsible for the immediate return of all badges at the completion or termination of this Order as well as the immediate return of badges from those Seller employees who complete activities at Buyer or Buyer's customer facilities during the course of this Order. In addition, Seller is required to notify Buyer's Procurement Representative of the specific details when one of its Buyer or Buyer's customer badged employees is terminated for cause, a Buyer or Buyer's customer badge is lost, or if in any manner or degree a problem developed in the course of compliance with security requirements.

18. Special Report – Small Disadvantaged and Women-Owned Small Business Awards/Obligations

(Applicable if this Order requires a subcontracting plan, reference FAR 52.219-9)

For submittal by Buyer to the Government, and if not otherwise specified as a data requirement elsewhere in this Order, Seller shall submit monthly to Buyer the total dollars awarded/obligated by Seller hereunder, during the month hereof, to small disadvantaged businesses and, separately, non-minority women-owned small businesses, as applicable. Said dollars shall be calculated as reported by Seller on its Standard Form 294, "Subcontracting Report for Individual Contracts."

The submittal specified above must be received by Buyer not later than close of business of the ninth (9th) working day following the end of the month reported. Address submittals to Buyer at 600 Gemini Avenue, Houston, Texas 77058, Attention: Supplier Relations Office, Mail Code USH-131A or if by Fax: (281) 282-4576.

19. Indemnification for Defective Cost or Pricing Data

In addition to any other remedies provided by law or under this Order, if Buyer is subjected to any liability as a result of Seller's or Seller's lower-tier subcontractor's failure to comply with the requirement of the clauses at FAR 52.215-2, 52.215-10, 52.215-11, 52.215-12, and/or 52.215-13, or any of such clauses, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense (excluding profit) resulting from such failure.

20. Billing, Payment and Invoicing

(Applicable on Labor Hour or Time & Material contracts that exceed \$650,000.00 and are not a Commercial Item)

Seller is authorized to invoice as work progresses or as otherwise set forth in the Order. Seller shall submit invoices to the following address:

United Space Alliance, LLC

Attention: Procurement & Subcontracts
Mail Code _____

Each invoice will include the following statement and shall be signed by an appropriate official of Seller:

"Seller certifies that its accounting system and billing system have been determined to be adequate by the Government or have been certified by its Certified Public Accountant to adequately track hours and billings."

Each invoice shall contain such other information and details as may be required by Buyer.

Seller must support and provide verification that its accounting system and billing system can adequately track costs and billings. Accounting system and billing system status can be verified by providing Buyer a copy of accounting system and billing system approval documentation issued to Seller by the Government. Each system must be separately addressed and Seller shall notify Buyer of any changes in adequacy.

In the event such audit is not available, Seller must provide certification via a letter from their Certified Public Accountant that verifies its accounting and billing system can adequately track hours and billings and Seller will support invoices with documentation supporting the hours billed (e.g., copies of time cards, time logs or labor certifications signed by Seller's controller).

21. Employment of Minors

Work under this Order may be in a hazardous environment. Consistent with Utah Law, no person under the age of 18 will be allowed access to work on this Order if work is performed in Utah. It is Seller's responsibility to adhere to this requirement and to insure this clause is flowed down to any and all subcontractors/material suppliers working on this Order in Utah.