

**Cost Type Provisions
(NNK06MB37C)**
(For Orders with Educational Institutions)

1. Definitions

As used in this Order:

"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 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 27.205, 'Adjustment of Royalties' and FAR 27.206, '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 subcontractors' 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 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. Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (Jan 2006)

(a) Seller shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS Pub) Number 201.

(b) Seller shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

6. Access to Sensitive Information (NFS 1852.237-72) (Jun 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, Seller shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, Seller agrees to:

- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of Seller's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contractor Officer, and implement any necessary corrective actions.

(d) Seller will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject Seller and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review Seller's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of Seller for serious misconduct affecting present responsibility as a government contractor.

(f) Seller shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

7. Release of Sensitive Information (NFS 1852.237-73) (Jun 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that Seller has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by Seller under this contract. By submitting this proposal or performing this contract, Seller agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted

during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

- (c) (1) Seller shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, Seller may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

"This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]."

Mark each page of sensitive information Seller wishes to restrict with the following legend:

"Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document."

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge Seller's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76,

Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processes, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) Seller shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

8. Security Controls at KSC (KSC 52.204-90) (Nov 2000)

(This clause only applies to work performed on Kennedy Space Center (KSC) facilities.)

(a) Identification of Employees

- (1) Seller shall require each employee engaged on the work site to display NASA-furnished identification badges and special access badges at all times. Seller shall obtain and submit badging request forms for each person employed or to be employed by Seller under this contract. Seller shall designate its own security and badging officials to act as points-of-contact for the KSC Security Officer. Prior to proceeding with onsite performance, Seller shall submit the following information to the Protective Services Branch, Code TA-E2, KSC.
 - (i) Contract number and location of work site(s)
 - (ii) Contract commencement and completion dates
 - (iii) Status as prime or subcontractor
 - (iv) Names of designated security and badging officials
- (2) Identification and badging of employees shall be accomplished as soon as practicable after award of the contract. During performance of the contract, Seller shall, upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the NASA Security Officer. It is agreed and understood that all NASA identification badges/passes remain the property of NASA, and the Government reserves the right to invalidate such badges/passes at any time.

(b) Access to Controlled Areas with KSC

- (1) Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is classified into "escorted" or "unescorted" access. For each employee for which Seller desires to have unescorted access, the prescribed forms must be submitted to the NASA Security Officer. Due to the time required to process requests for unescorted access, Seller is advised to complete and submit the required forms as soon as practicable after contract award. Within 14 working days after the receipt of the forms, the NASA Security Officer will determine whether the person is eligible for unescorted access.
- (2) The prime contractor is responsible for providing escort services for any of its employees and/or any subcontractor employees who are not eligible for unescorted access.
- (3) All requests for unescorted access by subcontractors will be submitted through the prime contractor for forwarding to the NASA Security Officer.

9. Emergency Medical Treatment (KSC 52.223-105) (Jul 2000)

(This clause only applies to work performed on KSC facilities.)

Seller shall immediately call (see below for applicable telephone numbers) for assistance with personnel injury or illness for any incident requiring emergency medical treatment for Seller or subcontractor personnel, or invitees

on KSC, or if any person on the job site is rendered unconscious. Seller shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation/treatment is offered and refused.

From KSC or CCAFS property	911
From a KSC-issued cellular telephone	867-7911
From other than a KSC-issued cellular telephone	321-867-7911
Commercial telephone users on KSC or CCAFS property	911

10. KSC 52.223-119 Asbestos-Containing Building Materials (Apr 2004)

(This clause only applies to work performed on KSC facilities.)

(a) Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA/KSC facilities to the facility tenant organizations through the JBOSC Environmental Health office.

(b) Special requirements, coordination, and precautions will apply to any work taking place under contracts that involve disturbance of ACBM. Sellers whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1101 and address the NESHAP and Florida Administrative Code requirements under 40 CFR 61 Subpart M and FAC 62-257 respectively. Seller shall coordinate any such work involving ACBM with JBOSC Environmental Health, SGS Fire Services, and any other resident government or Seller organization whose employees may have access to the work location.

(c) Asbestos waste shall be managed in accordance with KSC Clause 52.223-107, Disposal and Salvage of Materials.

11. Compliance with Applicable Center Policies and Procedures

(This clause only applies to work performed on KSC facilities.)

Seller and lower tier subcontractor personnel (regardless of tier) working on-site at NASA centers (or off-site as policies and procedures dictate) are required to comply with applicable agency and center policies and procedures. Seller and pertinent lower tier subcontractors shall comply with the latest revisions to these policies and procedures. Seller shall promptly take corrective action upon receipt of notice from Buyer or NASA representative of any noncompliance with applicable center policy or procedure.

12. FAR Clauses Incorporated by Reference

The full text of a clause may be accessed electronically at this/these address(es):

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

NASA FAR Supplement – <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995)

52.203-7 Anti-Kickback Procedures (Jul 1995)

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)(ii) "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."

- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
(Applicable if this Order exceeds \$25,000)
- 52.211-15 Defense Priority and Allocation Requirements (Sep 1990)
- 52.215-2 Audit and Records – Negotiation (Jun 1999)
- 52.216-7 Allowable Cost and Payment (Dec 2002)
In which "Contracting Officer" means Buyer, "Government" means Buyer except in paragraph (b)(1)(ii)(F); "Government" means Government or Buyer in paragraph (b)(4); "by the Contracting Officer" is deleted from paragraph (g); and the following is added to paragraph (a):
"Concurrently with the submission to Buyer of said invoice (or voucher) and statement, copies thereof, in such number as may be required by the Government, shall be forwarded by Seller to its cognizant Government audit agency."

Paragraphs (a)(2) and (3) are deleted in their entirety.

In addition, paragraph (d) and (e) are replaced by the following:

"In lieu of the actual indirect costs of performance of this Order, Seller will be reimbursed on the basis of the final overhead rates negotiated between Seller and the Government, unless otherwise provided in this Order. Such overhead rates, basis of application, and the periods for which they shall apply shall be identical to those agreed upon by Seller and the Government in connection with the performance of Seller, at Seller's operating division where the work is performed, of cost-type contracts currently in force between Seller and the Government at such division. In the event that Seller is provisionally reimbursed for indirect costs under such cost-type contracts with the Government on the basis of provisional or billing overhead rates agreed upon for use pending the negotiation of final overhead rates, Seller will be provisionally reimbursed hereunder for indirect costs on the basis of such provisional or billing overhead rates."

If Seller is an educational institution, in paragraph (a), replace "Subpart 31.2" with "Subpart 31.3."

- 52.219-8 Utilization of Small Business Concerns (May 2004)
- 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
"Contracting Officer" means Buyer.
- 52.222-3 Convict Labor (Jun 2003)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Apr 2002)
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 is \$25,000 or more)
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
(Applicable is this Order exceeds \$100,000)
- 52.222-50 Combating Trafficking in Persons (Apr 2006)

- 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006)
- 52.227-1 Authorization and Consent (Jul 1995)
- 52.227-14 Rights in Data – General (Jun 1987) as modified by NFS 18.52.227-14 (Oct 1995)
(Applicable to all Orders requiring the delivery of data as defined by this clause)
- 52.227-23 Rights to Proposal Data (Jun 1987)
Except for data specifically identified, it is agreed that as a condition of award of this Order, and notwithstanding the conditions of any notice appearing thereon, the Government and Buyer shall have unlimited rights (as defined in the "Rights in Data – General" clause contained in this Order) in and to the technical data contained in the proposal upon which this Order is based.
- 52.233-3 Protest After Award (Aug 1996)
Substitute the following for the first sentence: "In the event the Contracting Officer has directed Buyer to stop performance of the work under the prime contract under which this Order is issued pursuant to FAR Subpart 33.1, Buyer may, by written order to Seller, direct Seller to stop performance of the work called for by this Order." In the balance of the clause, "Contracting Officer" means Buyer; the reference to "Default", or the "Termination for the Convenience of the Government" clause means the "Termination" clause; "30 days" means 20 days in paragraph (b)(2) and "Government" means Buyer in paragraphs (c) and (e).
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
(Applicable if work is to be performed on a Government installation.)
In the second sentence the words "Government as the Contracting Officer directs" means "Buyer and/or the Government as Buyer directs."
- 52.242-13 Bankruptcy (Jul 1995)
(Applicable if this Order exceeds \$100,000).
"Contracting Officer" means Buyer.
- 52.242-15 Stop-Work Order (Aug 1989)
In which "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 (c)(2).
- 52.243-2 Changes – Cost-Reimbursement (Aug 1987)
In which "Contracting Officer" means Buyer and "require additional work of" is inserted after "if any" in paragraph (a), and "30 days" in paragraph (c) is changed to "21 days".
- 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 (Feb 2006)
- 52.246-5 Inspection of Services – Cost Reimbursement (Apr 1984)
In which the following is added after the first sentence in paragraph (b): "An inspection system acceptable to the Government shall be deemed acceptable to Buyer." "Government" means Government and Buyer in paragraphs (b) and (c); "Government" means Government or Buyer in paragraph (d); and "Government" means Buyer in paragraph (e).
- 52.249-6 Termination (Cost-Reimbursement) (May 2004)
In which paragraphs (e), (j), and (n) are deleted; "Contracting Officer" and "Government" mean Buyer except in paragraph (c)(8) where they mean "Contracting Officer or Buyer" and "Government or Buyer" respectively; "to the Government is deleted in paragraph (c)(6); in paragraph (d) "120 days" and "120-day period" are changed to "90 days" and "90-day period," and in paragraphs (b) and (h)(4)(i) the term "for the convenience of the Government" is changed to "for convenience."

13. NASA FAR Supplement Clauses Incorporated by Reference

- 1852.208-81 Restrictions on Printing and Duplicating (Nov 2004)
In which "Contracting Officer" means Buyer.
- 1852.223-72 Safety and Health (Short Form) (Apr 2002)
(Applicable if this Order exceeds \$2,500)
- 1852.227-14 Rights in Data – General (Oct 1995)

14. Compliance with Laws

To the extent applicable thereto, Seller shall, in the performance of this Order, comply with: The Fair Labor Standards Act of 1938 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C 35-450); the Contractor Work Hours and Safety Standards Act (40 U.S.C. 327-333); laws prohibiting the use of convict labor; all other federal, state and local laws, and all regulations and orders issued under any applicable law. Seller warrants that the equipment to be furnished hereunder complies with the Occupational Safety and Health Act of 1970 (29 U.S.C. 651-678); and the Radiation Control for Health and Safety Act of 1968 (42 U.S.C. 263 b-n) and all applicable regulations and standards promulgated thereunder.

15. Gratuities

Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given any gratuities to Buyer's employees, agents, or representatives with a view toward securing this Order or securing favorable treatment with respect thereto.

16. Patent Indemnity

Seller agrees to indemnify Buyer, its successors, assigns, agents and users of its products, against loss, damage or liability, including costs and expenses, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent rights in the manufacture, use or disposition of any article or material supplied hereunder, provided Buyer shall notify Seller of any suit instituted against it, and to the full extent of its ability to do so, shall permit Seller to defend the same or make settlement in respect thereof, provided, however, the provisions of this clause shall not apply to any invention covered by a patent of the United States, embodied in the structure or composition of any articles, the delivery of which are accepted by the Government and which articles are not (a) supplies which normally are or have been offered for sale to the public in the commercial open market, or (b) supplies described in (a) above with relatively minor modifications made thereto.

17. Close-Out Costs

Unless otherwise expressly provided in this Order, the estimated cost and fee hereof shall be deemed to include all amounts associated with close-out of this Order upon completion, including, but not limited to, disposition of property and preparation for shipment, and shipment of all special tooling and special test equipment to Buyer at the address shown on the face of this Order.

18. Release of News Information and Advertising

Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Order, if it is intended for use in the public media, except as may be required by law or regulation or with the other party's prior written approval. Seller shall have the right to acknowledge Buyer's support of the investigations under this Order in scientific or academic publications and other scientific or academic communications, with Buyer's prior written approval, which shall not be unreasonably withheld. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

In the event Seller desires to publish the results performed hereunder, Seller shall notify Buyer and will submit a draft of the manuscript to Buyer for comment at least thirty (30) days prior to submission for publication or oral presentation. Buyer shall notify Seller in writing within thirty (30) days of receipt of such draft whether such draft contains information deemed to be confidential under the provisions of Article 25, or information that if published within thirty (30) days would have an adverse effect on a patent application in which Buyer owns full or part

interest, or intends to obtain an interest from Seller pursuant to this Order. In the latter case, Buyer has the right to request a delay and Seller agrees to delay said publication for a period not exceeding ninety (90) days. In any such notification, Buyer shall indicate with specificity to what manner and degree Seller may disclose said information, in conjunction with reasonable regard for the commercial interest of Buyer. It is the intent of the parties that no publication will contain any of Buyer's confidential information without Buyer's prior written approval.

19. Standards of Work

Seller agrees that the performance of work and services, pursuant to the requirements of this Order, shall conform to high professional standards.

20. Buyer Approvals and Reviews

The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Order nor excuse or constitute a waiver of any defects or nonconformities in any articles or services furnished under this Order or change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the estimated cost, fee and delivery schedules contained herein.

21. Assignment and Subcontracting

Neither this Order nor any rights or obligations herein may be assigned by Seller nor may Seller subcontract in whole, or substantially in whole, the performance of its duties hereunder without, in either case, Buyer's prior written consent. The terms and conditions of this Order shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.

22. Rights, Remedies and Waivers

The rights and remedies provided Buyer herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. Unless otherwise indicated in this Order, the laws of the state shown in Buyer's address, printed on the face of this Order, shall apply in the construction hereof.

23. Defense Allocation Priority System

This is a DO-rated Order issued under DPAS regulation 15 CFR 700. Seller must accept or reject this Order within 15 working days of receipt. Reasons must be provided in writing to Buyer for rejection.

24. Insurance, Indemnity and Liability

(a) For Public Educational Institutions

Seller, by acceptance of this Order, affirms that it is an institution of higher education and sovereign of the State of _____ and is self-insured for Worker's Compensation, Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance coverages.

Subject to the Constitution and laws of the State of _____, and without waiver of sovereign immunity, Seller hereby indemnifies and holds Buyer, its Advisory Board and members thereof, officers, agents and employees, harmless from and against any and all claims, actions, or demands against Buyer, its Advisory Board and members thereof, officers, agents and employees and against any and all damages, liabilities, or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any and all property, to the extent caused by the wrongful acts or omissions or negligent acts of Seller under this Order.

(b) For Private Educational Institutions

Seller shall carry Workers' Compensation Insurance. Additionally, Seller shall carry Comprehensive General Liability (including Products, Contractual, and Automobile Liability) in such form as to protect Seller and Buyer, its Advisory Board and members thereof, officers, employees and agents of Buyer as additional insureds from any claims or damages for bodily injury, including death, and any damage to property which may arise from acts or

omissions of Seller under this Order. Prior to or simultaneous with the start of any of the services required to be furnished hereunder, Seller shall furnish Buyer with a certificate of insurance evidencing limits not less than \$1 million combined single limit per occurrence for bodily injury (including death) and property damage. Additionally said certificate must contain the following statement: "United Space Alliance, LLC, its Advisory Board and members thereof, officers, employees and agents are additional insured." Such insurance shall be primary and noncontributing to any insurance maintained or obtained by Buyer and shall not be canceled or materially reduced without thirty (30) days prior written notice to Buyer. Seller agrees to waive any rights of subrogation Seller or Seller's insurers may have against Buyer under the applicable Workers' Compensation Law.

Seller hereby indemnifies and holds Buyer, its Advisory Board and members thereof, officers, employees and agents harmless from and against any and all claims, actions, or demands against Buyer, its Advisory Board and members thereof, officers, employees and agents, and any and all damages, liabilities, or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the acts or omissions of Seller under this Order.

25. Confidentiality

Seller shall preserve as confidential all information pertaining to Buyer's business and all technical and proprietary information obtained from Buyer and/or from authorized representatives of Buyer in the performance of this Order. Seller further agrees that any data and/or information generated or delivered in the performance of this Order and any information and/or data furnished by Buyer and/or said representatives shall (1) be kept in confidence and not be disclosed to third parties without the prior written approval of Buyer, and (2) shall not be used in the production, manufacture, maintenance, repair or design of any article or materials, except as otherwise provided herein, without Buyer's prior written consent, and this obligation, Seller agrees, shall survive the termination or expiration of this Order.

Seller shall deliver all data and/or information to Buyer or said representative from which received, upon Buyer's request and, in any event, upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery.

26. Disputes

In the event that any claim or controversy arising out of this Order cannot be settled by the parties themselves, the parties agree to attempt in good faith to resolve such claim or controversy by mediation, in accordance with the Model Procedure for Mediation of a Business Dispute of the Center for Public Resources. Any dispute which is not settled by agreement of the parties or by such mediation may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or other settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of this Order in accordance with the decision of the Buyer.

27. Effect of Invalidity

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provisions.

28. Severability

If any covenant, agreement, term or provision of this Order, or the application thereof to any situations or circumstances, shall be invalid or unenforceable, the remainder of this Order, or the application of such covenant, agreement, term or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

29. Entire Agreement and Amendments

This Order, in accordance with its provisions which include the provisions set forth on the face of this Order, the provisions attached hereto, and the provisions incorporated herein by reference, constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements with respect thereto. No amendment or change of any kind shall be binding upon Buyer unless in writing and signed by Buyer's authorized procurement representative.