



PRIME CONTRACT REQUIREMENTS

A. The following clauses of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <http://www.acquisition.gov/far> . With regard to any clauses contained in this document which are incorporated by reference into any other exhibit to this Contract, the version of the clause contained in this document, inclusive of any notes attached thereto, shall take precedence.

1. FAR FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) ALT I (OCT 1995) (Applies to Contracts that exceed \$150,000.)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (Applies in lieu of any other version of 52.203-13 incorporated in other exhibits of this Contract) (Applicable if the Contract exceeds 5.5 Million and if the period of performance is 120 days or over. Paragraph (c) does not apply if this Contract is for a commercial item or if the CONTRACTOR is a small business. Disclosures made under this clause shall be made directly to the Government entities identified in the clause, with a copy to ULA.)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020) (Note 2 applies)
52.222-35	Equal Opportunity for Veterans (Jun 2020) (Applies in lieu of any other version of 52.222-35 incorporated in other exhibits of this Contract). (Applies to Contracts valued at \$150,000 or more which are not exempt by the rules, regulations, or orders of the Secretary of Labor.)
52.233-03	PROTEST AFTER AWARD (AUG 1996) (In the event ULA's Customer has directed ULA to stop performance of the Work under Contract FA8811-18-C-0002 contract, ULA may, by written order to CONTRACTOR, direct CONTRACTOR to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from ULA".)
52.245-09	USE AND CHARGES (APR 2012) (Applies in lieu of any other version of 52.245-09 incorporated in other exhibits of this Contract). (Communication with the Government under this clause will be made through ULA.)

2. DFARS FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
252.203-7003	AGENCY OFFICE OF THE INSPECTOR (Aug 2019) (Applies in lieu of any other version of 252.203-7003 incorporated in other exhibits of this Contract) (Applies if 52.203-13 is applicable to this Contract.)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (Applies in lieu of any other version of 252.223-7006 incorporated in other exhibits of this Contract). Applicable if Contract requires, may require, or permits a CONTRACTOR or subcontractor at any tier access to a DoD installation.)

252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 4 applies.)
252.228-7005	MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (Applies in lieu of any other version of 52.245-01 incorporated in other exhibits of this Contract) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if the Contract is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. The notification required by paragraph (c) shall be provided to ULA, and shall be provided to the ACO and PCO if the CONTRACTOR is aware of the ACO and PCO.)
252.246-7008	SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if the Contract is for electronic parts or assemblies containing electronic parts, unless the CONTRACTOR is the original manufacturer.)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if Contract exceeds \$700,000.) (Note 2 applies. CONTRACTOR is required to flow this clause and provide the notice required by paragraph (d) (2) to any subcontractor with a subcontract valued greater than \$150,000)

NOTES

1. Substitute "ULA" for "Government" throughout this clause.
2. Substitute "Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and ULA" after "Government" throughout this clause.
4. Insert "or ULA" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through ULA.

B. The following additional provisions apply to this Contract:

1) AIR FORCE SPACE CONTRACTOR RESPONSIBILITY WATCH LIST

CONTRACTOR must notify ULA if they have been notified by the SMC Commander that they have been included on the Air Force Contractor Responsibility Watch List (CRWL), or if they have been notified by any of their subcontractors that the subcontractor has been included on the CRWL.

2) ENABLING REQUIREMENTS FOR GOVERNMENT PROGRAM CONTRACTS REQUIRING INTERFACE WITH AEROSPACE FFRDC CONTRACTORS

(a) This contract covers part of the National Security Space Launch (NSSL) Phase 2 program which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with The Aerospace Corporation, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC), for the services of a technical group that will support the DoD/U.S. Government program office by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various Department of Defense ("DoD") organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.

1. General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and tradeoffs; definition of interfaces; review of hardware and software, including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance through meetings with contractors and subcontractors, exchange and analysis of information on progress and problems; review of plans for future work; developing solutions to problems; technical alternatives for reduced program risk; providing comments and

recommendations in writing to the applicable DoD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

2. Technical Review (TR) includes the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the applicable Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.

3. Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which The Aerospace Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.

(b) In the performance of this contract, the CONTRACTOR shall cooperate with The Aerospace Corporation 1) by responding to invitations from authorized U. S. Government personnel to attend meetings; 2) by providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and schedule and milestone data, all in their original form or reproduced form and including top level life cycle cost* data, where available; 3) by delivering data as specified in the Contract Data Requirements List; 4) by discussing technical matters relating to this program; 5) by providing access to contractor facilities utilized in the performance of this contract; 6) and by allowing observation of technical activities by appropriate technical personnel of The Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts: (i) shall be provided access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office; (ii) are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program; and (iii) Aerospace will make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.

(c) The CONTRACTOR shall include in all subcontracts a clause requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this clause, subject to coordination with the contractor, except for subcontracts for commercial items or commercial services. This agreement does not relieve the CONTRACTOR of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors or suppliers, except as indicated in paragraph (d) below.

(d) Aerospace will make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know, and Aerospace will maintain between itself and the foregoing binding agreements of general application as may be necessary to fulfill their obligations under the Master Non-disclosure Agreement referred to herein, and Aerospace will inform contractors, subcontractors, and suppliers if it plans to use consultants, or contract labor personnel and, upon request of such contractor, subcontractor, or supplier to have its consultants and contract labor personnel execute Non-Disclosure Agreements directly therewith.

(e) The Aerospace Corporation will protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Master Non-disclosure Agreement The Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Master Non-disclosure Agreement satisfies the Nondisclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and suppliers are intended third-party beneficiaries under the Master Non-disclosure Agreement and shall have the full rights to enforce the terms and conditions of the Master Non-disclosure Agreement directly against The Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby

waives any requirement for The Aerospace Corporation to enter into any separate company-to-company confidentiality or other non-disclosure agreements.

(f) The Aerospace Corporation personnel are not authorized to direct the CONTRACTOR in any manner. The CONTRACTOR agrees to accept technical direction as follows:

1. Technical direction under this Contract will be given to the CONTRACTOR solely by ULA.
2. Whenever it becomes necessary to modify the Contract and redirect the effort, a change order signed by the Procurement Representative or a Supplemental Agreement signed by both ULA and the CONTRACTOR will be issued.

* Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

(g) The Contractor shall not hold the Aerospace Corporation liable for unauthorized disclosure of proprietary information if it can be demonstrated in written documentation or other competent evidence that the information was:

1. Already known to the Aerospace Corporation without restriction on its use or disclosure at the time of its disclosure by the disclosing party;
2. In the public domain or becomes publicly known through no wrongful act of the Aerospace Corporation;
3. Proprietary information disclosed by the Aerospace Corporation with the Contractor's prior written permission;
4. Independently developed by the Aerospace Corporation, subsequent to its receipt, without the use of proprietary information;
5. Disclosed to the Aerospace Corporation by a third party who was legally entitled to disclose the same and who did not acquire the proprietary information from the disclosing party; or
6. Specifically provided in writing by the U.S. Government the Aerospace Corporation with an unlimited rights license; or
7. Disclosed by the Aerospace Corporation as required by law, regulatory or legislative authority, including subpoenas, criminal or civil investigative demands, or similar processes, provided the Aerospace Corporation provides the disclosing party that originated the proprietary information with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy, and provided that, in the absence of a timely protective order, the Aerospace Corporation furnishes only that minimum portion of the proprietary information that is legally required.

3) GOVERNMENT PROGRAM CONTRACTS REQUIRING INTERFACE WITH PRIME AND SUPPORT CONTRACTORS

(a) The Government currently has, or may enter into, contracts with one or more of the following companies, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort) with one or more of the following companies:

Science Applications International Corporation (SAIC) [NRO/OSL SETA/SE&I]
Tecolote Research, Inc. [SMC/ECL Cost, Budget, and Administrative Support]
Liona Enterprises [Data Management]
ManTech International Corp. [SMC/ECL SE&I]
General Dynamics - Advanced Information Systems [My Mission Link (MML) Support]
Analex Corp. [NRO/OSL IV&V]
Agile Defense [Launch Support]

(b) In the performance of this Contract, the CONTRACTOR shall cooperate with the companies listed above (hereafter referred to as support contractors). Cooperation includes, but is not limited to, allowing the listed support contractors to attend meetings; observe technical activities; discuss with the CONTRACTOR technical matters related to this program at meetings or otherwise; and access contractor integrated data environments and facilities used in the performance of the Contract.

(c) The CONTRACTOR shall provide the support contractors access to data such as, but not limited to, design and development analyses; test data, procedures, and results; research, development, and planning data; parts, equipment, and process specifications; testing and test equipment specifications; quality control procedures; manufacturing and assembly procedures; schedule and milestone data; and other contract data. To fulfill contractual requirements to the Government, support contractors engaged in general systems engineering and integration efforts and technical support are normally authorized access to information pertaining to this Contract. Exceptions, such as when the CONTRACTOR seeks to restrict access to CONTRACTOR trade secrets, will be handled on a case-by-case basis. If the CONTRACTOR seeks to limit distribution of data to Government personnel only, the CONTRACTOR shall submit this request in writing through ULA to the prime contract contracting officer.

(d) The CONTRACTOR shall include in all subcontracts, a clause requiring the subcontractor and succeeding levels of subcontractors to comply with the response and access provisions of paragraph (b) above, subject to coordination with the CONTRACTOR. This clause does not relieve the CONTRACTOR of the responsibility to manage the subcontracts effectively and efficiently, nor is it intended to establish privity of contract between the Government or support contractors and such subcontractors.

(e) The CONTRACTOR and its subcontractors shall not take contractual direction from support contractors.

(f) National Reconnaissance Office (NRO) support contracts will contain clauses that require the support contractor to protect data and software related to this Contract, and prohibit the support contractor from using such data for any purpose other than performance of the support contract.

(g) Support contractors shall protect the proprietary information of disclosing contractors, subcontractors, suppliers, and vendors IAW any applicable existing NDAs and applicable provisions of the support contract. For any support contractor with which Contractor does not have an NDA in place, Contractor shall execute nondisclosure agreements with said support contractor within 30 days after the execution of this contract, or the award of a contract to a successor of the support contractors listed above in paragraph (a) of this clause.

(h) Any proprietary information furnished to support contractors shall be:

1. Disclosed in writing and clearly marked "proprietary" or with other words of similar meaning; or
2. Disclosed orally or visually (for instance, during a plant tour, briefing, or demonstration) and identified as proprietary information at the time of the oral or visual disclosure by the Government or a disclosing party. The support contractors shall treat all such information as proprietary unless within fifteen (15) days the support contractor coordinates with the Government or disclosing party to obtain a written version of the proprietary information and determine the extent of the proprietary claims; or
3. Disclosed by electronic transmission (e.g., facsimile, electronic mail, etc.) in either human readable form or machine readable form, and the CONTRACTOR marks it electronically as proprietary within the electronic transmissions, such marking to be displayed in human readable form along with any display of the proprietary information; or
4. Disclosed by delivery of an electronic storage medium or memory device, and the CONTRACTOR marks the storage medium or memory device itself as containing proprietary information and electronically marks the stored information as proprietary, such marking to be displayed in human readable form along with any display of the proprietary information.

(i) The CONTRACTOR agrees not to hold the support contractor liable for unauthorized disclosure of proprietary information if it can be demonstrated in written documentation or other competent evidence that the information was:

1. Already known to the support contractor without restriction on its use or disclosure at the time of its disclosure by the disclosing party;
2. In the public domain or becomes publicly known through no wrongful act of the support contractor;
3. Proprietary information disclosed by the support contractor with the CONTRACTOR's prior written permission;
4. Independently developed by the support contractor, subsequent to its receipt, without the use of any proprietary information;
5. Disclosed to the support contractor by a third party who was legally entitled to disclose the same and who did not acquire the proprietary information from the disclosing party; or
6. Specifically provided in writing by the U.S. Government to the support contractor with an unlimited rights license; or
7. Disclosed by the support contractor as required by law, regulatory or legislative authority, including subpoenas, criminal or civil investigative demands, or similar processes, provided the support contractor provides the disclosing party that originated the proprietary information with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy, and provided that, in the absence of a timely protective order, the support contractor furnishes only that minimum portion of the proprietary information that is legally required.

(j) Any notice to the support contractor(s) required or contemplated under the provisions of this clause, shall be in writing and shall be deemed to have been given on:

1. The date received if delivered personally or by overnight courier;
2. The third day after being deposited in the U.S. mail, postage prepaid; or
3. The date sent if sent by facsimile transmission or e-mail with a digital copy.

(k) In the event that CONTRACTOR becomes aware of an unauthorized disclosure, whether suspected or actual, by a support contractor, CONTRACTOR shall inform ULA so that ULA has the opportunity to implement resolution actions with the Contracting Officer.