

GOVERNMENT CONTRACTING REQUIREMENTS

The following requirements apply to this Agreement to the extent indicated below. If any of the clauses are not applicable by their terms, they shall be self-deleting. Any conflict or inconsistency between the provisions listed in the clause citations below and the paragraphs set forth elsewhere in these terms and conditions shall be resolved in favor of the provisions listed below. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Seller," "contracting Officer" means "Buyer," "Contract" means this Agreement and "Government" means "Seller or the Government." However, the words "Government" and "contracting Officer" do not change: (1) When a right, act, authorization or obligation can be granted or performed only by the U.S. government or the prime contract contracting Officer or his or her duly authorized representative, (2) when title to property is to be transferred directly to the U.S. government, and (3) in FAR 52.215-1, 52.227-1, and 52.246-23. The clauses in FAR and NFS clauses referenced in [Table 1](#) below, in effect on the date of this Agreement, are incorporated herein and made a part of this Agreement. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which this Agreement is made, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version shall be incorporated herein.

TABLE 1

Section	Title of Clause	Applicability
1852.203-71	Requirement to Inform Employees of Whistleblower Rights.	All Agreements and work under this Agreement.
1852.204-76	Security Requirements for Unclassified Information Technology Resources.	Agreements involving processing, managing, accessing, or storing U.S. Government Electronic Information.
1852.211-70	Packaging, Handling, and Transportation.	Agreements involving: Class I, Class II, or Class III items, as defined in NPR 6000.1. As of the effective date, this includes: Class I: Mission-essential items that, in the event of loss, damage, or delay in shipment, would adversely affect the program or project. Class II: Delicate or sensitive items not covered by Class I or Class III. These items are those that may be damaged readily by improper handling. Class III: Items requiring special handling and monitoring.
1852.223-70	Safety and Health Measures and Mishap Reporting.	If the value of this Agreement exceeds the simplified acquisition threshold where work will be conducted completely or partly on Federally controlled facilities
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1852.223-72	Safety and Health (Short Form).	If the value of this Agreement exceeds the simplified acquisition threshold where work will be conducted completely or partly on Federally controlled facilities
1852.223-74	Drug- and alcohol-free workforce.	All work under this Agreement in which work is performed by a person in a sensitive position
1852.225-70	Export Licenses	All Agreements and work under this Agreement.
1852.225-71	Restrictions On Funding Activities With China.	All work under this Agreement except that for commercial or non-developmental items per deviation 12-01A.
1852.227-70	New Technology--Other than a Small Business Firm or Nonprofit Organization.	Any experimental, developmental or research work unless subcontractors are small business or non-profit firms to which FAR 52.227-11 applies.
1852.227-88	Government-furnished computer software and related technical data.	All Agreements and work under this Agreement that have Government furnished computer software or related technical data.
1852.228-76	Cross-Waiver of Liability for International Space Station Activities.	All Agreements and work under this Agreement. Compliance required with the deviated clause provided in the attached document, requiring signature by Contractor.
1852.237-72	Access to Sensitive Information.	All Agreements and work under this Agreement where sensitive information is accessed.
1852.237-73	Release of Sensitive Information.	All Agreements and work under this Agreement where sensitive information is furnished.
1852.245-74	Identification and marking of Government Equipment.	All Agreements and work under this Agreement that requires delivery of equipment.
1852.246-73	Human Space Flight	All Agreements and work under this Agreement regardless of dollar amount.
1852.246-74	Contractor Counterfeit Electronics Part Detection and Avoidance.	All Agreements or work under this Agreement for electronic parts; end items, components, parts or assemblies containing electronic parts; or services where the covered contractor will supply electronic parts, or components, parts or assemblies containing electronic parts, including parts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	If the value of this Agreement exceeds \$150,000.
52.203-13	Contractor Code of Business Ethics and Conduct.	If the value of this Agreement value exceeds \$5.5 million and has a performance period of more than 120 days.
52.203-14	Display of Hotline Poster(S).	If the value of this Agreement value exceeds \$5.5 million.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	All Agreements and work under this Agreement.
52.203-6	Restrictions on Subcontractor Sales to the Government.	If the value of this Agreement exceeds the simplified acquisition threshold.
52.203-7	Anti-Kickback Procedures.	If the value of this Agreement exceeds \$150,000.
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	All Agreements and work under this Agreement regardless of dollar amount.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	All Agreements and work under this Agreement where requiring that Federal Agreement information resides in or transitions through the subcontractor's information system
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	All Agreements and work under this Agreement.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	All Agreements and work under this Agreement.
52.204-9	Personal Identity Verification of Contractor Personnel.	All Agreements and work under this Agreement when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	If the value of this Agreement exceeds \$35,000.
52.215-15	Pension Adjustments and Asset Reversions.	All Agreements and work under this Agreement that meet the applicability requirements of 14.408(g).

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52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	All Agreements and work under this Agreement that meet the applicability requirements of 14.408(j).
52.215-19	Notification of Ownership Changes.	(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
52.219-8	Utilization of Small Business Concerns.	All Agreements and work under this Agreement to the fullest extent consistent with efficient Agreement performance.
52.219-9	Small Business Subcontracting Goals (OCT 2006)	All Agreements and work under this Agreement that exceeds \$700,000 with further subcontracting abilities, except for small businesses.
52.222-21	Prohibition of Segregated Facilities.	All Agreements and work under this Agreement.
52.222-26	Equal Opportunity.	All Agreements and work under this Agreement.
52.222-35	Equal Opportunity for Veterans.	If the value of this Agreement exceeds \$150,000.
52.222-36	Equal Opportunity for Workers with Disabilities.	If the value of this Agreement exceeds \$15,000.
52.222-37	Employment Reports on Veterans.	If the value of this Agreement exceeds \$150,000.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	If the value of this Agreement exceeds \$10,000 and will be performed wholly or partially in the United States.
52.222-50	Combating Trafficking in Persons.	If any Agreement under this Agreement is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000.
52.222-54	Employment Eligibility Verification.	All Agreements and work under this Agreement involving commercial or noncommercial services (except for commercial services that are part of the purchase of a commercial off the shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); has a value of more than \$3,500; and includes work performed in the United States.
52.222-55	Minimum Wages Under Executive Agreement 13658.	All Agreements and work under this Agreement that are subject to the Service Agreement Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.222-62	Paid Sick Leave Under Executive Agreement 13706.	All Agreements and work under this Agreement that are subject to the Service Agreement Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	All Agreements and work under this Agreement that exceed the micro-purchase threshold.
52.224-1	Privacy Act Notification.	All Agreements and work under this Agreement.
52.224-2	Privacy Act.	All Agreements and all work under this Agreement that require design, development or system operation of a covered system of records.
52.224-3	Privacy Training.	All Agreements and all work under this Agreement with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.
52.225-1	Buy American-Supplies	All Agreements and work under this Agreement.
52.225-13	Restrictions on Certain foreign Purchases.	All Agreements and work under this Agreement.
52.227-1	Authorization and Consent.	If the value of this Agreement exceeds the simplified acquisition threshold.
52.227-11	Patent Rights-Ownership by the Contractor.	All Agreements and work under this Agreement for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	If the value of this Agreement exceeds the simplified acquisition threshold.
52.228-5	Insurance-Work on A Government Installation.	All Agreements and work under this Agreement that require work on a U.S. government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Agreement.
52.244-6	Subcontracts for Commercial Items.	All Agreements and work under this Agreement.
52.245-1	Government Property.	All Agreements and work under this Agreement.
52.246-11	High Level Contact Quality Requirement.	All Agreements or work under this Agreement for critical and complex parts or when the technical requirements of a subcontract require the specific tasks called out in the clause.
52.246-26	Reporting Nonconforming Items.	All Agreements and work under this Agreement.
52.247-63	Preference for US Flag Air Carriers	All Agreements and work under this Agreement that may involve international air transportation.
52.248-1	Value Engineering.	If the value of this Agreement exceeds the simplified acquisition threshold.

ATTACHMENT 1

NFS 1852.228-76

Cross-Waiver of Liability for International Space Station Activities

- (A) The National Aeronautics and Space Administration (NASA) has deviated the provisions of 48 CFR § 1852.228-76, the Cross-Waiver of Liability for Space Station Activities and of Article 16 of the "Agreement Between the United States of America and Other Governments Concerning Cooperation on the Civil International Space Station" ("Intergovernmental Agreement" or "IGA"). The definitions and requirements of this Attachment 1. The objective of this clause is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station ("ISS"). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.
- (B) As used in this clause, the term:
 - a. "Agreement" refers to any NASA Space Act agreement or contract that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.
 - b. "Damage" means:
 - i. Bodily injury to, or other impairment of health of, or death of, any person;
 - ii. Damage to, loss of, or loss of use of any property;
 - iii. Loss of revenue or profits; or
 - iv. Other direct, indirect, or consequential Damage.
 - c. "Launch" means the intentional ignition of the first-stage motor of the Launch Vehicle intended to place or try to place a Launch Vehicle (which may or may not include any Transfer Vehicle, Payload, or crew) from Earth:
 - i. In a suborbital trajectory;
 - ii. In Earth orbit in outer space; or
 - iii. Otherwise in outer space,
 - iv. Including activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, or Payload for Launch.
 - d. "Launch Services" means:
 - i. Activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, Payload, or crew (including crew training), if any, for Launch; and
 - ii. The conduct of a Launch.
 - e. "Launch Vehicle" means an object, or any part thereof, intended for Launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.
 - f. "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, The Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor Agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.
 - g. "Party" means a party to an Agreement involving activities in connection with the ISS, including the Parties to this Agreement.
 - h. "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.
 - i. "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space performed in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, contracts to perform work in support of NASA's obligations under these Agreements, including this Agreement. It includes, but is not limited to:
 - i. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and
 - ii. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.
 - iii. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.
 - j. "Reentry" means to return or attempt to return, purposefully, a Transfer Vehicle, Payload, or crew from the ISS, Earth orbit, or outer space to Earth.
 - k. "Reentry Services" means:

- i. Activities involved in the preparation of a Transfer Vehicle, Payload, or crew (including crew training), if any, for Reentry; and
- ii. The conduct of a Reentry.
- l. "Related Entity" means:
 - i. A contractor or subcontractor of a Party or a Partner State at any tier;
 - ii. A user or customer of a Party or a Partner State at any tier; or
 - iii. A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind. For avoidance of doubt, private astronauts are considered a "Related Entity".
 - iv. The term "Related Entity" may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in paragraphs (b)(12) (i) through (b) (12) (iii) of this Section or otherwise engaged in the implementation of "Protected Space Operations" as defined in paragraph (b)(9) above.
 - m. "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.
- (C) Cross-waiver of Liability:
 - a. Each Party agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
 - i. A Party as defined in (b)(7) of this clause;
 - ii. A Partner State, including the United States of America;
 - iii. A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or
 - iv. The employees of any of the entities identified in paragraphs (c) (1) (i) through (c) (1) (iii) of this clause.
 - b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause, to its Related Entities by requiring them, by contract or otherwise, to:
 - i. Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
 - ii. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.
- (D) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
 - a. Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:
 - i. Claims between each Party and its own Related Entities or between its Related Entities, unless each Party and the Related Entities have agreed to waive such claims;
 - ii. Claims made by a natural person, (except when a subrogee is a party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
 - iii. Claims for Damage caused by willful misconduct;
 - iv. Intellectual property claims;
 - b. Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its subcontractors or Related Entities, pursuant to paragraph (c)(2) of this clause;
 - i. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.
 - c. Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
 - d. If Buyer or the U.S. Government incurs liability as a result of Seller's failure to properly flow down the ISS cross-waivers as required, Seller shall indemnify and hold Buyer and the U.S. Government harmless against such liability, for all damages Buyer and the U.S. Government may incur as a result thereof, including costs and expenses of defending against any suit or claim. The rights and obligations of the Parties under this section shall survive this Agreement's termination, expiration, or completion.