

CUSTOMER CONTRACT REQUIREMENTS
NASA Prime Contract
CUSTOMER CONTRACT 80MSFC20C0039

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-7 Anti-Kickback Procedures (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020). This clause applies if this contract exceeds simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

52.204-13 System for Award Management Maintenance. (OCT 2018).

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019). In paragraph (b), the term "Government" means "Government or Buyer". In paragraph (d)(1), all required reporting shall be to Buyer.

52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-23 Limitations on Pass-Through Charges. (JUN 2020). This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of contract award. If the contract is with DoD, then this clause applies to all cost-reimbursement contracts and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of contract award. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.222-1 Notice to the Government of Labor Disputes (FEB 1997). The terms "Contracting Officer" shall mean Buyer.

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-50 Combating Trafficking in Persons (JAN 2019). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's

Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (JUN 2020). This clause applies if the contract exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.245-1 Government Property (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.246-5 Inspection of Services-Cost-Reimbursement (APR 1984). The term "Contractor" means "Seller" and the term "Government" means "Government and/or Buyer" except in paragraph (d) the second time it appears, and paragraph (e) where the term "Government" means "Buyer."

2. NASA FAR Supplement Clauses NASA Contracts. The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

1852.203-71 Requirement to Inform Employees of Whistleblower Rights (AUG 2014).

1852.223-75 Major Breach of Safety or Security (FEB 2002). This clause applies if this contract exceeds \$500,000. "Government" shall mean "Government or Buyer". "Contracting Officer" shall mean "Buyer".

1852.223-70 Safety and Health Measures and Mishap Reporting. (DEC 2015). This clause applies if this contract is above the simplified acquisition threshold and the work will be conducted completely or partly on federally-controlled facilities.

1852.225-71 Restriction on Funding Activity with China (FEB 2012). In (c) "Contracting Officer" means Buyer.

1852.237-73 Release of Sensitive Information (JUN 2005). This clause applies only if Seller may be required to furnish sensitive information in performance of this contract. Throughout the referenced clause, "this proposal" means Seller's proposal, and "this contract" means the contract between Buyer and Seller.

1852.245-70 Contractor Requests for Government-Provided Property (AUG 2015).