

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FLOWDOWN PROVISIONS FOR
SUBCONTRACTS/PURCHASE ORDERS FOR NON COMMERCIAL ITEMS UNDER A U.S.
GOVERNMENT PRIME CONTRACT**

1. INCORPORATION OF FAR/NASA FAR SUPP CLAUSES

The Federal Acquisition Regulation (FAR) and National Aeronautics and Space Administration (NASA) FAR Supplement (NASA FAR Supp) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Contract.

2. GOVERNMENT SUBCONTRACT

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

1. “Administrator” means the Administrator or Deputy Administrator of NASA; and the term “his duly authorized representative” means any person or persons or board “other than the Contracting Officer” authorized to act for the Administrator.
2. “Commercial Item” means a commercial item as defined in FAR 2.101.
3. “Contract” means this contract.
4. “Contracting Officer” shall mean the U.S. Government Contracting Officer for the government prime contract under which this Contract is entered.
5. “Contractor” or “Offeror” means the SELLER, as defined in ARCD0C 2, acting as the immediate (first-tier) subcontractor to ARCATA.
6. “Prime Contract” means the contract with the U.S. Government, ARCATA or ARCATA Customers.
7. “Subcontract” means any contract placed by the contractor or lower-tier subcontractors under this Contract.

3. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of ARCATA it will negotiate in good faith with ARCATA relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as ARCATA may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

4. PRESERVATION OF THE GOVERNMENT’S RIGHTS

If ARCATA furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that ARCATA acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor/Subcontract’s use of such Furnished Items in support of other U.S. Government prime contracts.

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5. FAR FLOWDOWN CLAUSES
REFERENCE TITLE

1. The following FAR clauses apply to this Contract:

- (a) 52.227-14 RIGHTS IN DATA- GENERAL (DEC 2007)

6. NASA FAR SUPPLEMENT FLOWDOWN CLAUSES

1. The following NASA FAR Supp clauses to this Contract:

<u>Clause No.</u>	<u>Title</u>	<u>Notes</u>
1852.204-76	Security Requirements for Unclassified Information Technology Resources (Jan 2011)	5
1852.208-81	Restrictions on Printing and Duplicating (Oct 2001Nov 2004)	2
1852.211-70	Packaging, Handling, and Transportation (Sep 2005)	2
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)	
1852.219-75	Small Business Subcontracting Reporting (May 1999) Applicable if FAR 52.219-9 applies to this Contract.	9
1852.219-76	NASA 8 Percent Goal (Jul 1997)	
1852.223-70	Safety and Health (Apr 2002) Applicable when any of the Conditions in NASA FAAR Supp 1823.7001 (a) exist. Note 2 applies to paragraphs (c), (d), (e), (f) and (h). Add “and Arcata Procurement Representative” after “Contracting Officer” in paragraph (i). Note 1 applies to paragraph (g)(1).	10
1852.223-71	Frequency Authorization (Dec 1988) Applicable if this Contract requires the development, production, test or operation of a device for which a radio frequency is required.	10, 2
1852.223-74	Drug and Alcohol Free Workforce (Mar 1996) Applicable if Work is performed by an employee in a sensitive position as defined by the clause.	10
1852.225-70	Export Licenses (Feb 2000)	
1852.227-11	Patent Rights – Retention by the Contractor (Short Form) Applicable if this Contract includes, at any tier, experimental, developmental, or research Work and Contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Arcata Procurement Representative identified on the face of this Contract.	10
1852.227-14	Rights in Data – General (undated - modifies FAR 53.227-14)	5
1852.227-19	Commercial Computer Software Restricted Rights (undated - modifies FAR 52.227-19)	2
1852.227-70	New Technology (May 2002) Applicable if this Contract is for experimental, developmental or research work to be performed by other than a small business firm or non-profit organization.	2, 4, 5, 10
1852.227-71	Requests for Waiver of Rights to Inventions (Apr 1984) Applicable if 1852.227-70 applies	2, 10
1852.227-72	Designation of New Technology Representative and Patent Representative (Jul 1997) Applicable if this Contract contains either of the clauses at FAR 52.227-11 or 1852.227-70. The respective representatives referenced in the clause are identified in the Schedule.	2, 10

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Clause No.	Title	Notes
1852.227-86	Commercial Computer Software – Licensing (Dec 1987) Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19.	6, 10
1852.227-87	Transfer of Technical Data Under Space Station International Agreement (Apr 1989) Applicable if this Contract supports Space Station Freedom Program activities that may involve transfer of technical data subject to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130, or the Export Administration Regulations (EAR), 15 CFR Parts 730-774, in accordance with the NASA Export Control Program.	2, 10
1852.228-72	Cross-Waiver of Liability for Space Shuttle Services (Sep 1993) Applicable if the Work is performed in support of “Protected Space Operations” (applicable to the Space Shuttle) as that term is defined in the clause.	10
1852.228-76	Cross-Waiver of Liability for Space Station Activities (Dec 1994) Applicable if the Work is performed in support of “Protected Space Operations” (applicable to the Space Station) as that term is defined in the clause.	10
1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (Sep 1993) Applicable if the Work is performed in support of agreements described in NASA FAR Supp 18-28.371(a), involving ELV launch services.	10
1852.231-71	Determination of Compensation Reasonableness (Mar 1994) Applicable if Contract is a (1) service contract; and (2) cost reimbursable or non-competitive fixed price in excess of \$500,000.)	10
1852.237-71	Pension Portability (Jan 1997) Applicable if this Contract is for services and meets the conditions of paragraph (b) of the clause.)	10
1852.237-72	Access to Sensitive Information (Jun 2005)	
1852.237-73	Release of Sensitive Information (Jun 2005)	
1852.242-71	Travel Outside of the United States (Dec 1988) Applicable if this Contract requires travel to locations outside of the United States that will be charged direct to the Contract. Substitute “45” days” for “30 days” in the clause.	10
1852.242-72	Observance of Legal Holidays (Aug 1992) Applicable if Work will be performed at a NASA installation.	10
1852.242-73	NASA Contractor Financial Management Reporting (Jul 2000Nov 20004)	2
1852.244-70	Geographic Participation in the Aerospace Program (Apr 1985)	8
1852.245-70	Contractor Requests for Government Provided Equipment (Jan 2011)	2
1852.245-72	Liability for Government Property Furnished for Repair or Other Services (MAR 1989Jan 2011)	2, 3, 10
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors (Oct 2003Jan 2011) Applicable if the Contractor will possess NASA property during the performance of this Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to ARCATA no later than October 10. Notes 2 and 4 apply to paragraph (c).	10
1852.245-74	Identification and Making of Government Equipment (Jan 2011)	5
1852.246-70	Mission Critical Space Systems Personnel Reliability Program (Mar 1997) Applicable where Contractor employees will hold positions designated as critical in accordance with 14 CFR 1214.5	10

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<u>Clause No.</u>	<u>Title</u>	<u>Notes</u>
1852.246-73	Human Space Flight Item (Mar 1997) Applicable if this Contract is for human space flight hardware or flight related equipment.	10
1852.247-71	Protection of the Florida Manatee (Mar 1989) Applicable if Contractor is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause.	10

NOTES

1. Substitute "ARCATA." for "Government" or "United States" throughout this clause.
2. Substitute "ARCATA Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer" and "ACO" throughout this clause.
3. Insert "and ARCATA" after "Government" throughout this clause.
4. Insert "or ARCATA." after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through ARCATA.
6. Insert "and ARCATA" after "Contracting Officer" throughout the clause.
7. Insert "or ARCATA" after "Contracting Officer" throughout the clause.
8. Applies to Contracts equal to or exceeding \$~~400~~150,000.
9. Applies to Contracts equal to or exceeding \$~~6~~650,000.
10. Applies to Contracts as indicated.