

**CUSTOMER CONTRACT REQUIREMENTS
DELTA IV HEAVY UPGRADE TEST, CERTIFICATION & ACTIVATION
CUSTOMER CONTRACT NRO000-07-C-0290**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below. When a FAR or FAR Supplement Clause is incorporated by reference, Buyer shall be substituted for

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.

52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2007). This clause applies only if this contract is in excess of \$5,000,000, has a period of performance of more than 120 days, and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.203-14 Display of Hotline Poster(s) (Dec 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.204-2 Security Requirements (Aug 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.211-15 Defense Priority and Allocation Requirements (Sep 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (Jun 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.219-8 Utilization of Small Business Concerns (May 2004).

52.222-21 Prohibition of Segregated Facilities (Feb 1999).

52.222-26 Equal Opportunity (Mar 2007).

52.222-27 Affirmative Action Compliance Requirements for Construction (Feb 1999). This clause applies only if this contract exceeds \$10,000.

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (Jun 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006). This clause applies only if this contract exceeds \$25,000.

52.245-2 Government Property (Fixed Price Contracts) (May 2004). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-17 Special Tooling (May 2004). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

2. The following prime contract special provisions apply to this purchase order:

A. EXPORT CONTROLLED DATA RESTRICTIONS

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

B. N52.203-001 - NRO INSPECTOR GENERAL & NRO HOTLINE (AUG 2004)

C. N52.203-002 - PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEVENSE-RELATED FELONIES (MAY 2003)

D. N52.203-003 – PERSONAL CONDUCT (MAY 2003). This clause applies if Work is being performed on a Government site.

(a) The Contractor, its employees, and its subcontractors shall comply with the conduct requirements in effect at Buyer's work site. Buyer reserves the right to exclude or remove from the work site any employee of the contractor or of a subcontractor whom the Buyer deems careless, uncooperative, or whose continued employment on the work site is deemed by the Buyer to be contrary to the public interest.

(b) The Contractor shall inform its employees that Buyer has a zero tolerance policy for harassing behavior. Any Contractor or subcontractor employee determined by Buyer to have engaged in harassing behavior shall be immediately escorted from the premises and denied further access to the worksite. The Contractor shall emphasize this requirement to its employees.

(c) Exclusion from the worksite under the circumstances described in this clause shall not relieve the Contractor from full performance of the contract, nor will it provide the basis for an excusable delay or any claims against Buyer.

E. N52.204-001 AUG 2006)& ALTERNATE I (JAN 2005) - SECURITY REQUIREMENTS

F. N52.204-003 – SPECIAL NOTIFICATION AND APPROVAL REQUIREMENTS (JUN 2003)

(a) It is a material condition of this contract that the contractor notify and seek approvals as required in the following situations:

(1) Litigation or Requests for Information Relating to This Contract.

(i) The contractor hereby agrees to immediately give notice to Buyer of any anticipated or current litigation or request for information from a third party (including individuals, organizations, and federal, state, or local governmental entities) involving or in any way relating to this contract, pertinent subcontracts, or Buyer's relationship with the contractor or subcontractor(s). Said notice shall include all relevant information with respect thereto.

(ii) Buyer shall have access to and the right to examine any pertinent books, documents, papers, and records of the prime contractor or subcontractor(s) related to any contract litigation.

(2) Utilization of Buyer Relationship for Publicity, Advertising, or Public Relations Purposes.

(i) The contractor agrees not to use or allow to be used any aspect of this contract for publicity, advertisement, or any other public relations purpose. This prohibition extends to announcements of contract award and of modifications adding value or time to the contract. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue until rescinded by the Buyer.

(ii) The contractor may request a waiver or release from the Buyer.

(b) The contractor agrees to insert this clause in any subcontract under this contract. In the event of litigation, the subcontractor shall immediately notify the contractor or its next tier subcontractor, as appropriate, of all relevant information with respect to such litigation.

G. N52.204-004 - TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES & SERVICES (JUN 2003)

H. N52.223-002 - SAFETY PRECAUTIONS FOR AMMUNITION & EXPLOSIVES (JAN 2004)

I. N52.223-006 - CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL, OCCUPATIONAL SAFETY & HEALTH, & SYSTEM SAFETY REQUIREMENTS (OCT 1997)

J. N52.227-002 - RIGHTS IN TECHNICAL & COMPUTER SOFTWARE - NONCOMMERCIAL ITEMS (JAN 2006)

K. N52.227-015 - DATA REQUIREMENTS (JAN 2004)

L. N52.228-003 - ACCIDENT REPORTING & INVESTIGATION INVOLVING AIRCRAFT, MISSILES, & SPACE LAUNCH VEHICLES (JAN 2003)

M. N52.231-001 - SUPPLEMENTAL COST PRINCIPLES (JAN 2004)

N. N52.234-002: EARNED VALUE MANAGEMENT SYSTEM (JAN 2006)

(a) In the performance of this contract, the Seller shall use an earned value management system (EVMS) that complies with the guidelines presented in ANSI/EIA Standard 748-A, *Earned Value Management Systems* (herein referred to as the *Guidelines*).

(1) If at the time of contract award the Seller has an EVMS that has been recognized by the NRO EVM Focal Point as compliant with the *Guidelines*, as documented in an advance agreement executed between the contractor and NRO EVM Focal Point, the contractor shall apply that system to this contract within 30 days after contract award unless otherwise agreed to by the parties.

(2) If at the time of contract award the Seller's EVMS has not been recognized as compliant by the NRO EVM Focal Point as obtained through Buyer, the Seller shall apply that EVMS to this contract within 30 days after contract award unless otherwise agreed to by the parties. The contractor will be required to demonstrate to the NRO EVM Focal Point and Contracting Officer that their EVMS complies with the *Guidelines*, after which the parties will execute an advance agreement to document system acceptance.

(3) The NRO EVM Focal Point through Buyer may rescind the Seller's advance agreement if he/she determines that the EVMS does not comply with the *Guidelines*, or that the contractor is not following its established processes and procedures. The EVM Focal Point will coordinate the rescission with the Program Manager and the Contracting Officer before notifying the contractor.

(b) Seller-proposed changes to an accepted EVMS must be given to Buyer to be reviewed by the Contracting Officer and approved by the NRO EVM Focal Point prior to implementation.

(c) Within 30 days of contract award, the Seller will be required to execute a Joint Surveillance Agreement (JSA) with the NRO EVM Focal Point via Buyer unless a current JSA is already in place. The JSA will require the Seller to participate in joint surveillance reviews conducted by the Seller's Corporate EVM Executive along with representatives of the NRO Program Manager and of the NRO EVM Focal Point. The initial review must be conducted within the first year of contract performance, with subsequent reviews conducted on an annual basis.

(d) The contractor must conduct Integrated Baseline Reviews jointly with the Buyer, NRO Program Manager, Contracting Officer, and NRO EVM Focal Point representative no later than 180 days after contract award or authorization to proceed; whenever a significant change to the baseline occurs; or as agreed to by the parties.

(e) This clause only applies to cost-reimbursable contracts exceeding \$50 million in value and 1 year in performance period.

O. N52.244-002 (12/06) Subcontract Reporting, Monitoring, and Consent

Incorporate this clause into all orders.

P. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.