



TERMS AND CONDITIONS OF PURCHASE

ALL TRANSACTIONS ARE GOVERNED BY THESE TERMS AND CONDITIONS OF PURCHASE ("TERMS"). ANY PROPOSAL OR DOCUMENT FROM SELLER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM ANY OF VENTURI ASTROLAB, INC. ("BUYER") TERMS AND CONDITIONS OF PURCHASE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY SELLER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF PURCHASE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S).

1. **Warranty.** Seller represents that with respect to all materials, supplies and equipment (herein collectively referred to as "materials") delivered and services furnished hereunder: (i) title shall be good, merchantable, rightful and the materials free of any security interest, lien or encumbrance; (ii) that materials will be new, free from defects in material and workmanship, be of quality, size, description and dimension required by Buyer, be fit for the purpose for which they are purchased and will meet the specifications, if any, and that Seller's services will be performed in a skillful and workmanlike manner; and (iii) the materials, the process by which they are made, the use for which they are designed by Seller and Buyer's use of the materials will not infringe any patent, trademark, copyright or other rights of any third parties ("Intellectual Property Rights"). This express warranty shall not be deemed waived by reason of either or both the receipt of the materials and payment therefore by Buyer. The foregoing is in addition to any and all other express or implied warranties applicable to the materials purchased hereunder.
2. **Compliance with Laws; Standards and Testing.** Seller represents and warrants that all materials furnished hereunder, and Seller's manufacturing thereof, comply with all applicable laws, ordinances, rules and regulations ("Laws"). Seller shall treat materials prior to shipment to Buyer in accordance with testing standards requested by Buyer, and shall furnish Buyer certifications in support thereof.
3. **Documentation.** Documented information such as Test Reports, Material Certs., and / or Certificates of Conformity shall accompany all orders.
4. **Record Keeping.** Seller must maintain complete and accurate records of all Purchase Orders, Test Reports, Material Certs, and / or Certificates of Conformity, etc. for a period of ten (10) years, either electronically or physically.
5. **Outside Process Providers.** When required on the Purchase Order from Buyer, Seller must use Buyer's customer-approved special process providers. This will be communicated in advance or on the individual Purchase Order.
6. **Indemnity.** Seller will defend, indemnify and hold harmless Buyer, its affiliates, vendors, and their officers, directors, shareholders, employees, and agents from and against any and all loss, liability and expense by reason of (i) any actual or alleged violation of Laws, (ii) any actual or alleged infringement of Intellectual Property Rights, (iii) injury, death or property damage resulting, in whole or in part, from any negligent act or omission on the part of the Seller or which may result from the installation, operation or use of the materials furnished hereunder, (iv) a defect in the manufacture or design of the materials supplied hereunder, or (v) any breach or alleged breach by Seller of any representation, warranty, or other provision of these Terms.



Upon notification, Seller shall promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Buyer or any of its subsidiaries, affiliated companies, agents and vendors in connection with the above, of for alleged unfair competition resulting from similarity in design, trademarks, or appearance of the materials or equipment. Seller shall further indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors harmless from any and all expenses, losses, claims, royalties, profits, and damages , including court costs and attorneys' fees, resulting from the bringing of such suits or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceeding.

7. **Cover; Delivery.** In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby. The dates of delivery and quantities specified herein are of the essence for this order and delivery must be effected within the specified time period. If deliveries are not made on time and in the quantities specified, Buyer reserves the right to cancel and to purchase the materials and/or services elsewhere and hold Seller accountable therefore. Seller shall cooperate with Buyer in respect to all customs formalities applicable to the import or export of the materials, shall be responsible for determining proper import or export classifications, and shall provide Buyer documentation to Buyer's satisfaction for such classifications.
8. **Timely Delivery.** The Seller shall immediately notify Buyer of any circumstances which may delay the timely performance of the Purchase Order and shall continue to notify Buyer of any significant changes in the delivery status.
9. **Prices.** Orders shall not be filled at prices higher than those quoted or charged to Buyer or specified herein. Unless otherwise agreed in writing, prices include packaging, labeling, crating, taxes, and duties. Unless otherwise agreed in writing, all prices include shipping and delivery CIF (Buyer's address).
10. **Inspection and Rejection.** Materials are subject to inspection, test, and acceptance by Buyer and the ultimate purchaser. Buyer shall have a reasonable number of days from the date of arrival to inspect the materials and notify Seller of any non-conformity to the order specifications (including quantity and delivery dates). Such inspection may not occur until final sale of the materials to Buyer's customers. Buyer reserves the right to reject any material, even after delivery and inspection at customer's site, which does not fulfill the specifications of the order or time of delivery and (i) return rejected materials to Seller at Seller's risk and expense for full credit at the order price without prejudice to any right to other damages for such breach, (ii) to require Seller at Seller's expense to replace rejected materials at the unit price of this order, or (iii) consider this order breached as to the rejected quantity and cancelled as to any unfulfilled portion of this order, and to hold Seller liable for such breach and cancellation. Seller is not relieved of the responsibility imposed by this clause, either as to proper packaging, quantity of materials or specifications, by reason of acceptance by Buyer.
11. **Receiving Inspections.** Inspection activities are performed by Buyer employees to ensure that purchased product meets purchase requirements. They may include but are not limited to the following



- a. Receiving inspections performed by Buyer, Verification of Authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison. Semi-Annually Buyer may contact a third-party to verify Certificates of Conformity.
 - b. All incoming finished parts must be boxed or protected during shipping.
 - c. Buyer has the right to refuse any shipment because of damage that may occur because of improper packaging, etc. and return it to the Seller for replacement at the Seller's cost.
- 12. Non-Conforming Material.** In the event of nonconforming material, Buyer must be contacted. Arrangements for the approval of supplier nonconforming material must be as directed by Buyer.
- 13. Prevention of Counterfeit Material:** To prevent the purchase of counterfeit products, Buyer will institute controls that include the requirement of Material Certificates, Certificates of Conformity, or other supporting documentation from its suppliers. These requirements will be specified on the Purchase Order from Buyer.
- 14. Purchase Order Compliance and Change Orders:** Seller is required to contact Buyer to inform of any changes to a product, process.
- a. Product changes: Approval must be obtained from an authorized Buyer agent prior to proceeding incorporation of changes and proper traceability must be maintained. This is applicable to the product, consumables used in in the production of the product, and processes used to make and test the product.
 - b. Qualified hardware: Seller is required to notify the Buyer if qualification test processes used to test hardware (previous orders and open orders) are determined to be insufficient, resulting in the need to change the qualification process.
- 15. Choice of Law.** This Agreement between Buyer and Seller shall be construed, and the respective rights and duties of Buyer and Seller shall be determined, according to the laws of the State of California, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 16. Payment and Invoicing.** Invoices and bills of lading showing full routing should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated in the face of the purchase order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.
- 17. Force Majeure.** If the manufacture, transfer or receipt or use by either party of any materials covered hereby is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and in the case of Buyer, prior to actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's



option, deliveries so omitted shall be made upon notice thereof to Seller, upon cessation of such contingency.

- 18. Assignment.** Seller may not assign this purchase order or any of Seller's obligations hereunder without Buyer's written consent.
- 19. Insurance.** Seller shall maintain at its own expense at all times while performing hereunder occurrence-based liability insurance and product-liability insurance with a reputable and financially responsible carrier(s) satisfactory to Buyer for coverage in amounts not less than USD 1 million per occurrence, USD 2 million in aggregate, and all other insurance required by applicable law. Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least 10 days prior written notice to Buyer by the insurance company of cancellation or material modification.
- 20. Seller Facility Access.** Buyer, their customers, and regulatory authorities retain the right of access to all Seller facilities involved in an aerospace order. This includes access to all associated records.
- 21. Seller's Representatives.** If Seller's employees, subcontractors, consultants, or other representatives under Seller's control perform any services at Buyer's premises or at Buyer's direction at the premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is performed free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.
- 22. Termination**
- a. Without Cause - Buyer may terminate for its convenience all or any part of the PO at any time by written notice to Seller. Upon notice of a termination without cause, Seller shall (i) stop work as specified in the notice; (ii) place no further subcontracts or orders, except as necessary to complete any continued portion of the PO; (iii) terminate all subcontracts to the extent that they relate to the terminated work; (iv) complete performance of any work not terminated; and (v) take reasonable efforts to mitigate costs associated with the termination. If the PO bears a U.S. government contract number and is subject to the FAR Seller will cooperate with Buyer to meet the Government's requirements under Federal Acquisition Regulations (FAR) 52.249-2 or -4 as in effect as of the date of the PO. Seller must submit a written termination claim to Buyer within ninety (90) days after the effective date of termination, or such claim shall be absolutely and unconditionally waived by Seller.
 - b. With Cause: If Seller fails to (i) make delivery of the Goods/Services in accordance with the provisions of the PO or these Terms, (ii) adhere to any warranties set forth in this Agreement, (iii) perform any obligation under or adhere to any provisions of the PO or the Agreement, (iv) make progress as to endanger performance of the PO in accordance with its terms, or (v) comply with the Code of Conduct, and does not cure (to the extent curable) such failure within ten (10) days after written notice from Buyer, Buyer may (in addition to any other right or remedy provided by the PO or by law) terminate all or any part of the PO by written notice to Seller without liability. In such a case, Buyer may

purchase substitute goods elsewhere, and Seller shall be liable to Buyer for any excess cost incurred by Buyer as a result thereof. Seller shall continue performance of the PO to the extent not terminated pursuant to this Section. If the PO is terminated as provided in this Section, Buyer, in addition to any other rights provided herein or by law, may require Seller to transfer title and deliver to Buyer (A) any completed Goods/Services, and (B) such partially completed Goods/Services and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has specifically produced or specifically acquired for the performance of the PO, including all Buyer-Supplied Equipment and Buyer-Supplied Material.

- c. No Release: Termination, with or without cause, will not release a Party from any liability that accrued to that Party before termination or expiration.
 - d. Survival: Any provisions that are expressly stated to survive the expiration or termination of the Agreement shall be enforced accordingly. Any provisions which by their language or nature could reasonably be interpreted to survive past expiration or termination of the Agreement shall survive.
- 23. Buyer's Property.** All tools, dies, patterns, designs, molds, drawings, specifications, and other data or papers, and the like furnished by Buyer to Seller in connection with this order by Buyer is the property of Buyer. In the event materials furnished by Buyer to Seller include any intellectual property of Buyer, Seller is granted a non-exclusive, non-transferable, non-sublicensable and non-assignable license required only for the production of materials under this order, and shall use Buyer's intellectual property only for that purpose. Except for this license, no right, interest, ownership or privilege of use of Buyer's intellectual property shall inure to the benefit of Seller.
- 24. Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to this purchase order, these Terms, and/or any related contract, including but not limited to the validity, scope and enforceability of this clause, which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in Los Angeles County, California. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.
- 25. Compliance to Terms.** Failure to comply with these Terms could result in the following actions: withholding payment until the issue is resolved, removal of the supplier from the Buyer Approved Supplier List, and legal action.
- 26. Attachment 1:** LTVS Contract FAR_NFS_Flowdown_Clauses_LTVS-R.1__



ATTACHMENT 1 R.1

REQUIRED FEDERAL FLOWDOWN CLAUSES

Prime Contract No.: 80JSC024DA022
Program: LUNAR TERRAIN VEHICLE (LTV) SERVICES (LTVS)
Prime Contractor: Venturi Astrolab, Inc.
Contracting Agency: NASA Johnson Space Center

*Issued pursuant to FAR 52.244-6 and applicable NASA FAR Supplement provisions
Required for inclusion in all applicable subcontracts, purchase orders, and agreements*

FOR PROCUREMENT USE ONLY

REVISION LOG

Rev.	Date	Description	Author
1	19 June 2026	Updated 2 clauses and added 1 clause per Prime Contract Mods #9 and #10: FAR 52.223-10, Waste Reduction Program (Deviation Feb 2025) FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services (Deviation Feb 2025) FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors (Apr 2026) (Deviation Apr 2026) Added H. clauses Included federal cross-waivers	Julie Jiru
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SECTION 1 — PURPOSE AND SCOPE

This Exhibit identifies the Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) clauses contained in Prime Contract No. 80JSC024DA022 (Lunar Terrain Vehicle Services – LTVS) that are required to be flowed down to subcontractors and vendors, consistent with the terms of the prime contract and applicable federal procurement law.

By initiating work, the Subcontractor acknowledges receipt of this Attachment, agrees to comply with all applicable flowdown clauses identified herein, and agrees to incorporate such clauses into lower-tier subcontracts and purchase orders as required by the terms of those clauses and applicable federal law—especially those related to cross-waivers.

Subcontractors shall incorporate the substance of each applicable clause into their lower-tier subcontracts and purchase orders as required by the clause text, applicable dollar thresholds, and the nature of the work performed. Unless otherwise indicated, the obligations of the Contractor to the Government as provided in the referenced clauses shall be deemed to be the obligations of the Subcontractor to the Contractor.

Note: Full text of FAR clauses: <https://www.acquisition.gov>. Full text of NFS clauses: <http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>. Clauses incorporated by reference have the same force and effect as if set forth in full text. Clauses marked with an asterisk (*) in a specific subcontract award may have modified applicability as indicated by the prime contractor.

SECTION 2 — FLOWDOWN CLAUSE REFERENCE TABLES



The tables below list all clauses required to flow down from the LTVS prime contract, organized by FAR, NFS, and Special/Section H clauses. Detailed flowdown instructions are in Section 3.

Clause No.	Date	Description & Fill-In (if applicable)
52.202-1	Jun 2020	DEFINITIONS
52.203-3	Apr 1984	GRATUITIES
52.203-5	May 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	Nov 2021	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	Jun 2020	ANTI-KICKBACK PROCEDURES
52.203-8	May 2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	May 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	Jun 2020	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	Nov 2021	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	Nov 2021	DISPLAY OF HOTLINE POSTER(S) — Fill In: Inspector General Hotline Posters at https://oig.nasa.gov/hotline2000.pdf
52.203-17	Nov 2023	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.203-19	Jan 2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.204-4	May 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-9	Jan 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	Jun 2020	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13	Oct 2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.204-15	Oct 2016	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS
52.204-18	Aug 2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
52.204-19	Dec 2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
52.204-21	Nov 2021	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.204-23	Dec 2023	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
52.204-25	Nov 2021	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.204-27	Jun 2023	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
52.209-6	Nov 2021	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	Jun 2020	AUDIT AND RECORDS—NEGOTIATION
52.215-20	Nov 2021	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS. ALTERNATE IV (OCT 2010)
52.219-8	Jan 2025	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	Sep 2023	SMALL BUSINESS SUBCONTRACTING PLAN WITH ALTERNATE II (NOV 2016)
52.222-3	Jun 2003	CONVICT LABOR
52.222-21	Apr 2015	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	Sep 2016	EQUAL OPPORTUNITY
52.222-35	Jun 2020	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	Jun 2020	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

52.222-37	Jun 2020	EMPLOYMENT REPORTS ON VETERANS
52.222-40	Dec 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (if required per clause paragraph (f))
52.222-50	Nov 2021	COMBATING TRAFFICKING IN PERSONS
52.222-54	May 2022	EMPLOYMENT ELIGIBILITY VERIFICATION
52.222-55	Jan 2022	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (if required per clause paragraph (k))
52.222-62	Jan 2022	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (if required per clause paragraph (m))
52.222-90	Apr 2026 (Deviation Apr 2026)	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS
52.223-5	May 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION WITH ALTERNATE I (MAY 2011)
52.223-6	May 2001	DRUG-FREE WORKPLACE
52.223-10	May 2024 (Deviation Feb 2025)	WASTE REDUCTION PROGRAM
52.223-18	Jun 2020	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	Apr 1984	PRIVACY ACT NOTIFICATION
52.224-2	Apr 1984	PRIVACY ACT
52.224-3	Jan 2017	PRIVACY TRAINING (if required per clause paragraph (f))
52.225-13	Feb 2021	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	Jun 2020	AUTHORIZATION AND CONSENT
52.227-2	Jun 2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	Apr 1984	PATENT INDEMNITY
52.227-11	Apr 2015	PATENT RIGHTS — OWNERSHIP BY THE CONTRACTOR (as modified by NFS 1852.227-11) (experimental/developmental/research subcontracts)
52.227-14	May 2014 (Deviation)	RIGHTS IN DATA – GENERAL (ALT I, ALT II, ALT III) (as modified by NFS 1852.227-14)
52.227-16	Jun 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	Dec 2007	RIGHTS IN DATA – SPECIAL WORKS
52.228-5	Jan 1997	INSURANCE — WORK ON A GOVERNMENT INSTALLATION
52.232-32	Apr 2012	PERFORMANCE-BASED PAYMENTS
52.232-40	Mar 2023	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (if required per clause paragraph (c))
52.252-2	Feb 1998	CLAUSES INCORPORATED BY REFERENCE
52.252-6	Nov 2020	AUTHORIZED DEVIATIONS IN CLAUSES
52.237-2	Apr 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	Jan 1991	CONTINUITY OF SERVICES
52.239-1	Aug 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-5	Jan 2017	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.244-6	Jan 2025 (Deviation Feb 2025)	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
52.246-4	Aug 1996	INSPECTION OF SERVICES — FIXED-PRICE
52.246-11	Dec 2014	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS — Fill In: SAE AS9100
52.246-25	Feb 1997	LIMITATION OF LIABILITY — SERVICES
52.246-26	Nov 2021	REPORTING NONCONFORMING ITEMS

52.247-63	Jun 2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.247-64	Nov 2021	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (if required per clause paragraph (d))
52.248-1	Jun 2020	VALUE ENGINEERING

PART B — NFS (NASA FAR Supplement) Clauses

Clause No.	Date	Description & Fill-In (if applicable)
1852.203-70	Jun 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.203-71	Jul 2023	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.204-76	Jan 2011 (Dev. 21-01)	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	Nov 2011	OMBUDSMAN
1852.216-80	Oct 1996	TASK ORDERING PROCEDURE
1852.219-75	Apr 2015	INDIVIDUAL SUBCONTRACTING REPORTS
1852.219-77	Apr 2015	NASA MENTOR-PROTÉGÉ PROGRAM
1852.223-70	Dec 2015	SAFETY AND HEALTH MEASURES AND MISHAP REPORTING
1852.223-74	Nov 2015	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	Feb 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-71	Feb 2012 (Dev.)	RESTRICTION ON FUNDING ACTIVITY WITH CHINA
1852.227-70	Apr 2015	NEW TECHNOLOGY — OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (non-small business R&D subcontracts, all tiers)
1852.227-72	Apr 2015	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE
1852.227-88	Apr 2015	GOVERNMENT FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA
1852.228-75	Oct 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	Dec 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	Jun 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	Jun 2005	RELEASE OF SENSITIVE INFORMATION
1852.239-74	Sep 2018 (Dev.)	INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (IT system subcontracts)
1852.242-72	Oct 2015	DENIED ACCESS TO NASA FACILITIES
1852.242-78	Apr 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.245-74	Jan 2011	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (subcontracts requiring equipment delivery)
1852.245-75	Jan 2011	PROPERTY MANAGEMENT CHANGES
1852.245-78	Aug 2015	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.246-73	Mar 1997	HUMAN SPACE FLIGHT ITEM — Required statement in ALL subcontracts/purchase orders without exception
1852.246-74	Sep 2020	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (electronic parts and related subcontracts)

PART C — Special Contract Requirements & Section H Clauses

Clause Ref.	Date	Description / Flowdown Scope (if applicable)(provided in full in Appendix A)
JSC 52.204-92	Jul 2022	NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES
JSC 52.223-94	Mar 2023	JSC ENVIRONMENTAL COMPLIANCE (subcontracts with environmental requirements or hazmat use onsite at JSC)
H.16	—	USE OF GOVERNMENT RESOURCES (includes Subcontractor Waiver of Claims; flow down to all subcontracts using NASA data/resources)
H.20	—	PLANETARY PROTECTION — Flow down to all subcontractors and third-party users

H.22	—	MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST — Flow down where OCI tasks apply
H.27	—	CROSS-WAIVER OF LIABILITY FOR LUNAR SURFACE ACTIVITIES — Flow down to all Related Entities
H.36/H.41	—	PRESERVING LUNAR HERITAGE — Flow down to all subcontractors and third-party users
H.37/H.42	—	DEBRIS MITIGATION CLAUSE — Flow down to all subcontractors and third-party users (when applicable)
H.44	—	NASA PARTICIPATION IN MEDIA PRODUCTS — Flow down to all subcontractors
NFS 1852.228-78	—	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO ISS/GATEWAY — Flow down to all subcontractors at all tiers

SECTION 3 — SELECT DETAILED FLOWDOWN CLAUSES

(prime contract requires flowdown to all tiers of all subcontractors, vendors, suppliers)

H.27 Cross-Waiver of Liability for Lunar Surface Activities (—)

Flowdown Requirement: Each Party shall extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and their employees, for Damage arising from or related to Lunar Surface Activities.

Establishes a mutual cross-waiver of liability for Damage (bodily injury, death, property damage, revenue loss, or consequential damage) arising from Lunar Surface Activities (activities performed under this contract on the surface of the Moon, from first contact through liftoff). Exceptions include claims between a Party and its own Related Entities, personal injury/death claims by natural persons, intellectual property claims, willful misconduct claims, and claims for failure to extend the cross-waiver.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.27 CROSS-WAIVER OF LIABILITY FOR LUNAR SURFACE ACTIVITIES

(a) As used in this clause—

(1) "Damage" means: (i) Bodily injury to, 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.

(2) "Lunar Surface Activities" means activities performed pursuant to this contract on the surface of the Moon. Lunar Surface Activities commence upon contact with the Lunar Surface and conclude with liftoff from the Lunar Surface.

(3) "Party" means either NASA or the Contractor, as appropriate (collectively, the "Parties").

(4) "Related Entity" means: (i) A Contractor or subcontractor of a Party at any tier; (ii) A user or customer of a Party at any tier; or (iii) A Contractor or subcontractor of a user or customer of a Party at any tier. The terms "Contractor" and "subcontractor" include suppliers of any kind.

(b) Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities, or employees of the other Party's Related Entities, for Damage arising from or related to Lunar Surface Activities.

(c) This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the contract or to rights and obligations arising from activities that are not within the scope of this Contract.

(d) Each Party shall extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities, for Damage arising from or related to Lunar Surface Activities.

(e) Notwithstanding the other provisions of this clause, this cross-waiver of Liability shall not be applicable to: (1) Claims between a Party and its own Related Entity or between its own Related Entities; (2) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this contract or is otherwise bound by the terms of this cross-waiver) for bodily injury, other impairment of health, or death of such natural person; (3) Intellectual property claims; (4) Claims for Damage caused by willful misconduct; (5) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of Liability to its Related Entities pursuant to paragraph (c) of this clause; or (6) Claims by a Party arising out of or relating to the other Party's failure to perform its obligations under this contract.

(f) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
(End of Clause)

NFS 1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to ISS/Gateway (—)

Flowdown Requirement: The Contractor shall extend the cross-waiver of liability to its own subcontractors at all tiers by requiring them, by contract or otherwise, to: (i) waive all claims against the entities or persons identified in the clause; and (ii) require that their Related Entities waive all claims against those entities.

Establishes a broad cross-waiver of liability for Damage arising out of Protected Space Operations (all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space under Artemis program Agreements). The waiver covers claims against any Party, related Parties, their Related Entities, and employees. Exceptions include claims between a Contractor and its own Related Entities, personal injury/death claims by natural persons, willful misconduct, intellectual property claims, and regulatory enforcement claims. Insurance requirements do not apply.

Please see the current form United States FAA Cross-Waiver at the following hyperlink:
<https://www.ecfr.gov/current/title-14/chapter-III/subchapter-C/part-440/appendix-Appendix%20B%20to%20Part%20440>

In the event this link ever becomes inactive, the Form of Cross-Waiver shall be the most recent Form of Cross-Waiver published in the United States Code of Federal Regulations.

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026 (Deviation Apr 2026))

Flowdown Requirement: The Contractor must include the substance of this clause, including paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

Implements Executive Order 14398. Prohibits the Contractor and its subcontractors from engaging in any "racially discriminatory DEI activities" — defined as disparate treatment based on race or ethnicity in recruitment, employment (hiring, promotions), contracting (vendor agreements), program participation, or allocation of resources. Requires the Contractor to furnish information and reports, including access to books, records, and accounts, to demonstrate compliance. The Contractor must report any subcontractor's known or reasonably knowable noncompliant conduct to the Contracting Officer and take directed remedial action, and must inform the Contracting Officer if a subcontractor sues over the validity of the clause. Noncompliance may result in contract cancellation, termination, or suspension, and may render the Contractor or subcontractor ineligible for further Government contracts. Compliance is material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) (False Claims Act materiality).

FULL CLAUSE TEXT

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION APR 2026)
(a) Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

Appendix A

C — Special Contract Requirements & Section H Clauses — Flowdown Instructions

JSC 52.204-92 NASA Security Program and Identification of Employees (Jul 2022)

Flowdown Requirement: Applicable to all subcontractors and their employees requiring access to NASA facilities or systems.

Requires compliance with NASA security policies (NPR 1600.1, NPD 1600.3, NPR 1600.3, NPR 1600.4). All subcontractor employees on NASA property must wear NASA-issued credentials at all times. Employees requiring access must undergo PIV enrollment through the NASA IdMAX system and complete required ICAM training in SATERN. For classified work, NPR 1600.2 compliance is required. Credentials, keys, and other items must be returned upon completion of work.

FULL CLAUSE TEXT

JSC 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (JUL 2022)

The Contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following:

NPR 1600.1, NASA Security Program Procedural Requirements (current version)

NPD 1600.9, NASA Insider Threat Program

NPD 1600.3, Policy on Prevention of and Response to Workplace Violence

NPR 1600.3, Personnel Security (current version)

NPR 1600.4, Identity and Credential Management (current version)

For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the Contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following: NPR 1600.2, NASA Classified National Security Information (current version).

For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the Contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following: NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by Contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).

At all times while on NASA property, the Contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

Credentials will be issued at the following locations: Johnson Space Center (JSC) Badging Office, Building 110, Monday through Friday excluding holidays; and White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday excluding holidays. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.

The FSO/DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview "AG-PIV-ICAM-OVERVIEW" and Personal Identity

Verification (PIV) – Requester Module "AG-PIV-IDENTITY-REQUESTER." After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requester role. Lastly, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the Contractor to have identity requester privileges within IdMAX.

For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit the JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at www.uscis.gov.

For permanent credential requests, the FSO/DO will submit the request within IdMAX. NASA Personnel Security will notify the employee via email to begin background investigation processing and will provide the employee the necessary forms to complete the eQIP process electronically. Once the background investigation process is complete, the employee will be notified to go to the JSC Badging Office or the NASA Facility nearest to the employee for enrollment. Employees will present two forms of matching I-9 identification documents to process for a permanent credential; and will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential is ready for pickup. When the PIV credential arrives, the employee will receive an email notification for credential pickup.

The Contractor shall be held accountable for issued credentials, keys, and other items. The Contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Termination/Retiree and Return for Future Use Checklist.

(End of Clause)

JSC 52.223-94 JSC Environmental Compliance (Mar 2023)

Flowdown Requirement: Insert the substance of this clause, including its subcontracts paragraph, with appropriate changes, in subcontracts under which environmental requirements apply (including sustainable acquisitions and recycling/waste diversion reporting) and/or hazardous materials will be utilized or may reasonably be expected to be utilized onsite at JSC.

Requires compliance with all applicable federal, state, and JSC site-specific environmental regulations, permits, plans, and management directives. Subcontractor must maintain hazardous materials inventory, provide quarterly/annual environmental compliance reports, coordinate with the JSC Environmental Support Services Contractor, and notify JSC and regulatory agencies of any noncompliance actions. Failure or refusal to comply may be considered a material breach.

FULL CLAUSE TEXT

JSC 52.223-94 JSC ENVIRONMENTAL COMPLIANCE (MAR 2023)

This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency (EPA), U.S. Occupational Safety and Health Administration (OSHA), or other applicable federal or state regulations or statutes, including those promulgated and enforced by the Texas Commission on Environmental Quality (TCEQ), the Texas Department of State Health Services (TDSHS) and the Texas Department of Licensing and Regulation (TDLR). Therefore, the following requirements do NOT supersede but rather supplement any statutory or regulatory requirements for any entity subject to this clause.

The Contractor shall comply with all applicable federal, state, and site-specific regulations, public laws, and current executive orders, as well as the following applicable NASA and Johnson Space Center site-specific permits, plans, and management directives for activities affecting human health or the environment. Johnson Space Center (JSC) includes the JSC main campus, NASA-Ellington Field (EF), Sonny Carter Training Facility (SCTF), and El Paso Forward Operating Location (EPFOL). NASA and JSC site-specific directives include, but are not limited to: NPD 8500.1, NASA Environmental Management; NPR 8530.1, NASA Sustainable Acquisitions; NPR 8553.1, NASA Environmental Management Program; NPR 8570.1, NASA Energy Management Program; NPR 8580.1, NASA National Environmental Policy Act Management Requirements; JPD 8500.1, JSC Environmental Excellence Policy; JPR 1040.4, JSC Emergency Preparedness Program; JPR 1700.1, JSC Health and Safety Handbook; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; JPR 8750.1, Energy and Water Conservation Plan; JWI 1040.26, Hazardous Substance Spill/Release Response; and JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process.

"Hazardous materials," for the purposes of this clause, consist of the following: those "hazardous chemicals" and "extremely hazardous substances" subject to the emergency planning notification and reporting requirements in the EPA's Emergency Planning and Community Right-to-Know (EPCRA) Regulation, 40 CFR Parts 355 and 370, and counterpart TCEQ regulations without regard for quantity; those "hazardous substances" and "hazardous chemicals" release notification and reporting requirements under EPA's EPCRA, 40 CFR Parts 302 and 372, and counterpart TCEQ

regulations, without regard for quantity; those materials defined as "highly hazardous chemicals" in OSHA Process Safety Management Regulation, 29 CFR Part 1910.119, without regard for quantity; those industrial and hazardous wastes generated as a result of Contractor's activities, as defined by the US EPA and TCEQ regulations, and as further defined and described in JPR 8550.1; oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures and counterpart TCEQ regulations; other regulated materials (and waste) containing hazardous constituents or exhibiting hazardous properties (e.g., flammable, reactive, corrosive, toxic) specifically identified by other statutes or regulations (e.g., PCBs, asbestos, hazardous air pollutants); any radioisotope material or device that produces ionizing radiation; any Class 1M, 2, 2M, 3A, 3R, 3B or 4 laser system as defined by ANSI Z136.1 (most current version); any explosive or pyrotechnics; and any pesticide.

As applicable, the Contractor shall provide complete and accurate data on sustainable acquisitions of designated products or services, including JF1121 (Request for Sustainable Acquisitions Waiver for EPA-CPG items), or equivalent authorized waivers obtained if any, waste reduction/pollution prevention, waste generation/disposal and recycling/waste diversion, as well as construction/demolition and facility modification activities per the applicable DRD, Environmental Compliance Reports.

The Contractor shall notify JSC Occupational Health/Space Medicine Operations (SD) prior to any initial use, quantity change or different application of hazardous materials, including as applicable, obtaining a waiver (JF594, Request for Waiver to Use a Prohibited or Restricted Chemical) prior to purchasing a prohibited or restricted hazardous material, per DRD LTVMA-013, Environmental Compliance Reports.

If the Contractor manufactures, processes, otherwise uses, procures, or accumulates onsite hazardous materials as defined in this clause, the Contractor shall develop and maintain an inventory listing the identity, hazards and quantity of the hazardous materials purchased, stored, processed, manufactured, and/or used onsite at JSC for the performance of the contract and provide quarterly/annual reports per DRD LTVMA-013, Environmental Compliance Reports.

The Contractor shall utilize the JSC hazardous material tracking and reporting system, including obtaining a JSC-specific Safety Data Sheet (SDS) identification number, as described within JPR 1710.1. Refer to Chapter 9 of JPR 1700.1, relating to controlling and inventorying/reporting hazardous material usage and releases.

As applicable, the Contractor shall provide data on the use, management, and disposition of ozone depleting substances (ODS), per DRD LTVMA-013, Environmental Compliance Reports.

As applicable, the Contractor shall provide, track and ensure the adequacy of appropriate training of its employees in the use and management of hazardous materials (including waste). Refer to JPR 1700.1 and JPR 8550.1 for employee training requirements, including initial training and applicable refresher training. The Contractor shall maintain complete and accurate records demonstrating compliance with applicable training requirements and make them available upon request.

As applicable, the Contractor shall use and manage all hazardous materials properly and take all necessary precautions (e.g., engineering controls, personnel protective equipment, etc.) to avoid or mitigate potential adverse effects to humans or the environment. Should an unauthorized release occur, the Contractor shall immediately contact the JSC Emergency Dispatch Center (EDC) at (281) 483-3333, to request assistance.

As applicable, the Contractor shall develop, maintain, and update an Associated Contractor Agreement (ACA) with the JSC Planning, Integration and Environmental (PIE) Environmental Support Services Contractor specifying the nature of compliance-related tasks, notifications/reports, frequencies, and expectations for timely, accurate, and complete documentation. The Contractor shall notify the Contracting Officer, Contracting Officer's Representative, and JSC PIE Office on the status of the ACA negotiation process, upon initial ACA execution and subsequent updates of the ACA, in accordance with DRD LTVMA-013, Environmental Compliance Reports.

The Contractor shall collaborate with the PIE Office and correct in a timely manner all identified environmental findings associated with its contract work (via eTrak or other authorized system), and complete, maintain, and make available to the Contracting Officer, JSC PIE Office, JSC Energy Manager, and/or regulatory agency inspection and authorized compliance audit personnel all documentation/records upon request, relating to environmental compliance (e.g., operating logs, equipment maintenance, calibration, and training records, JPR 8550.1 records, etc.) even if not routinely submitted to the respective offices listed above.

Per the JSC Environmental Management System (JPR 8553.1), JSC's Planning, Integration and Environmental Office serves as the single point of contact with federal and state regulatory agencies and their representatives. The Contractor shall immediately notify the Contracting Officer and JSC Planning, Integration and Environmental Office at (281) 483-6207 or JSC-Environmental-Office@nasa.gov if contacted formally or informally by external regulatory agency representatives. The Contractor shall immediately notify the Contracting Officer and the JSC Planning, Integration and Environmental Office upon receipt of any official correspondence alleging noncompliance.

Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice or enforcement action be issued to the Government on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in investigating

the allegations, correcting any problems, and defending against any enforcement actions arising out of such actions or inactions.

The Contractor shall insert the substance of this clause, including this paragraph, with appropriate changes of designations of the parties, in subcontracts under which environmental requirements apply (including sustainable acquisitions and recycling/waste diversion reporting) and/or hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC. The Contractor shall be responsible for tracking and ensuring the overall performance and environmental compliance of its subcontractors.

In the event the Contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

H.16 Use of Government Resources (Subcontractor Waiver of Claims) (—)

Flowdown Requirement: Flow down to all subcontracts, regardless of tier, that involve use of the data and information provided under this clause and/or related data in any way. Modify to identify the parties (subcontractor substituted for Contractor in all references; Government references unchanged). In subcontracts, the mutual obligations constitute a contract between the subcontractor and the Government.

By choosing to use NASA resources in support of contract performance, the Subcontractor waives all claims against NASA, its employees, and related entities for injury, death, or property damage arising from activities under this clause, except in cases of willful misconduct. The Subcontractor must extend this waiver to its related entities. NASA provides all resources as-is with no warranty of availability or suitability. The Subcontractor remains fully responsible for all contract performance requirements regardless of NASA resource use.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.16 USE OF GOVERNMENT RESOURCES

General. While the majority of work to be completed under this contract shall be performed at Contractor or subcontractor facilities, and the responsibility for adequately staffing this contract and completing full contract performance resides solely with the Contractor, the Contractor may request the use of certain specified Government resources in accordance with this clause. This clause applies to the Contractor's use of those Government resources listed in Attachment J-23, Government Task Agreements, including property, facilities, assets, information and data, or services, whether obtained from NASA or another Government Agency; it does not apply to Government Furnished property (GFP), equipment (GFE), or data (GFD) otherwise provided under this contract under Attachment J-21, Government Furnished Property and Data/Information.

Use of NASA resources. NASA on-site resources: the Offeror/Contractor may propose to perform a portion of the work required under this contract using the property, facilities, assets, services, or other specialized resources uniquely available on-site ("on-site resources") from a NASA Center, Component Facility, or the Jet Propulsion Laboratory (JPL) (any one of which is a "Performing Organization" hereafter in this clause). Such proposed requests must be within the scope of the contract and are subject to the availability of those resources and the Performing Organization's ability and willingness to provide them. The Offeror/Contractor shall limit requests for the use of on-site resources to only those Performing Organization facilities, services, or other resources that are unique or not otherwise reasonably available commercially. The Offeror/Contractor shall document its planned use of or modifications to on-site resources through the execution and submission with proposal of one or more Government Task Agreements (GTAs). During contract performance, the Parties may agree to modify GTAs and/or execute additional GTAs if they mutually determine such agreements are necessary to respond to new or changed circumstances that arise during performance. GTA modifications are required when the requested scope is inconsistent with the original GTA Terms (e.g., more test runs are needed). The Contractor shall be responsible for the cost of any such new or modified GTA, and the Parties shall effectuate the addition of new or modified GTAs, and corresponding contract price adjustments, pursuant to FAR 52.243-1 Changes - Fixed-Price (ALT I) as incorporated herein. The Offeror/Contractor shall follow the instructions for use of GTAs as provided in solicitation Attachment J-23, Government Task Agreements. The Offeror shall contact the corresponding Center Partnership Office Point of Contact to negotiate the terms of each GTA. The Partnership Office Point of Contact shall provide a cost for each GTA, but the Offeror shall not include this cost in its proposed prices or NTES. The total cost of all GTAs will be added to the Offeror's Total Evaluated Price for proposal evaluation purposes only.

NASA personnel: NASA has unique personnel and expertise that NASA is making available to the LTVS Contractor in accordance with the terms of this clause. During contract performance, at no cost to the Contractor, the LTVS Contractor may request up to five Full Time Equivalent (FTE) personnel to provide specific areas of expertise in designated Collaboration roles during SubCLIN 2A and SubCLIN 1A activities only. GTAs are not required for this Collaboration effort. NASA personnel serving in Collaboration roles may also perform Insight and Approval functions. The Offeror shall document its initial requested approach to collaboration in its Insight and Collaboration Implementation Plan. During contract performance, the Contractor shall document



its collaboration requests in writing to the Contracting Officer and Contracting Officer's Representative (COR). The Contractor shall request specific areas of technical subject matter expertise (e.g., engineering, operations, or safety) and the duration and amount of the requested resources, but the Contractor shall not request specific FTEs by name or title. NASA has the sole authority to determine whether it will provide any portion of the collaboration resources requested by the Contractor. During contract performance, NASA reserves the right to unilaterally change its approach to collaboration at any time, including the right to modify the specific FTEs offered to the Contractor and the amount, type, and/or duration of its support, and including the right to cease collaboration at any time. At all times during collaboration, the FTEs remain employed by, and under the supervisory control of, NASA. While collaborative communication between the Contractor and provided FTEs is expected in furtherance of the FTEs' advisory roles, the Contractor shall not direct or supervise the work of FTEs. NASA will use reasonable efforts to ensure equitable resources are provided to all potential LTVS Contractors in support of its respective collaboration approaches but makes no guarantees that identical resources will be provided. Specific resources will be narrowly tailored to a Contractor's unique development approach and associated needs and objectives.

Disclaimer. NASA makes no warranty whatsoever as to the availability or suitability of NASA property, facilities, assets, information and data, services, or FTEs made available under this clause. The Contractor assumes all responsibility for determining the suitability for use of all NASA resources, including technical suitability, schedule availability, and cost. NASA provides all resources as-is. The Contractor uses all NASA resources at its own risk.

Authority to commit the Government. The Contracting Officer retains sole authority to commit the Government in matters which would change contract price, quantity, delivery schedule, or any other requirement of this contract, including interpretation of technical requirements. The Contracting Officer may designate a representative (COR) to assist with contract administration within the limitations of authority as specified in its COR appointment letter. Individuals performing collaboration and/or insight have no authority to commit the Government, and nothing in this clause shall be construed to confer authority, actual or apparent, to these individuals. Such individuals may offer their opinions, advice, knowledge, or expertise to the Contractor during performance, but the Contractor is not bound to comply with this input and does so on its own accord and at its own risk.

Impermissible use of NASA as a subcontractor or supplier. The Contractor shall not use the NASA resources made available pursuant to this clause to solely provide any end-item deliverable, including spacecraft components, subsystems, or elements, nor any ground or flight hardware or software, that is the responsibility of the Contractor under the terms of this contract. The Contractor shall not rely solely on NASA for the provision of complete flight or ground operations in support of this effort. This paragraph does not prohibit the Contractor's use of GFE, GFP, or any other Government Furnished item provided by the Government pursuant to another term of this contract.

Contractor Waiver of Claims. By choosing to use NASA in support of contract performance, Contractor hereby waives any claims against NASA, its employees, its related entities (including, but not limited to, Contractors and subcontractors at any tier, grantees, investigators, customers, users, and its Contractors and subcontractors at any tier) and employees of NASA's related entities for any injury to, or death of, Contractor's employees or the employees of Contractor's related entities, or for damage to, or loss of, Contractor's property or the property of its related entities arising from or related to activities conducted pursuant to this Clause, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. The Contractor further agrees to extend this waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, delay, or loss arising from or related to activities conducted pursuant to this clause.

Use of resources from a Government Agency other than NASA. The Contractor shall obtain and maintain any necessary contracts or agreements between the Contractor and any Government Agency authorizing the use of Government property, facilities, assets, or services in performance of this contract (except as may be expressly stated in this contract as furnished by the Government). The Contractor shall be responsible to arrange any contracts or agreements outside of this contract as it deems appropriate. The terms and conditions of such contracts or agreements will govern the use of those Government resources. Any costs associated with such contracts or agreements shall result in no increase in the price of this contract. All remedies to disputes or performance issues shall be resolved in accordance with the terms and conditions of those contracts or agreements. The Contractor shall notify the Contracting Officer, COR, or designee of any contracts or agreements between the Contractor and any Government Agency under this paragraph. NASA makes no warranty whatsoever as to the availability or suitability for use of Government property, facilities, assets, or services made available by another Government Agency under the terms and conditions of other contracts or agreements. The Contractor assumes all responsibility for determining the suitability for use of all property, facilities, assets, or services acquired or made available to the Contractor by a Government Agency under other contracts or agreements. The Contractor further acknowledges and agrees that any use of such Government property, facilities, assets, or services shall not relieve the Contractor of full performance responsibility under the contract.

Safeguarding of confidential or proprietary information. The Trade Secrets Act (18 U.S.C. § 1905) prohibits NASA personnel from disclosing the Contractor's proprietary information unless authorized by law to do so. NASA will undertake all necessary precautions in order to ensure that Contractor confidential or proprietary information is protected throughout contract performance.

Contractor responsibility. Notwithstanding the Contractor's use of Government resources, the Contractor remains fully responsible for the performance of all requirements as set forth in this contract. The Government's provision of the resources described in this clause shall not be construed as: authorization; endorsement or approval of milestones; certification or final acceptance or rejection of certification success; or as a defense to any finding of mission failure or final acceptance or rejection of contract deliverables.

Use of Government Data or Information provided in accordance with this clause. The Contractor may use the data and information provided under this clause and related data, and any modified or enhanced versions thereof, only for performing work under this contract unless otherwise provided for in this contract, on the markings of the data and information provided under this clause or approved in writing by the Contracting Officer. For data and information provided under this clause that display a copyright notice belonging to a third party, the Contractor shall not, without the express written permission of the Contracting Officer, reproduce, distribute copies, prepare derivative works, perform publicly, display publicly, release, or disclose the data and information provided under this clause or related data to any person except for the performance of work under this contract. Allocation of rights associated with any data and information provided under this clause or related data modified or enhanced under this contract shall be defined by clause I.9, Rights in Data - General (Deviation), in this contract (as modified by any applicable NASA FAR Supplement clauses).

The Contractor may provide the data and information provided under this clause, and any modified or enhanced versions thereof, to subcontractors as necessary for the performance of work under this contract. Before release of the data and information provided under this clause, and any modified or enhanced versions thereof, to such subcontractors (at any tier), the Contractor shall insert, or require the insertion of, this clause, including this paragraph, suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause.

The Government provides the data and information provided under this clause in an "AS-IS" condition. The Government makes no warranty with respect to the serviceability and/or suitability of the data and information provided under this clause for contract performance.

Title to or license rights. The Government shall retain title to or license rights in all data and information provided under this clause. Title to or license rights in data or information provided under this clause shall not be affected by its incorporation into or attachment to any data not owned by or licensed to the Government.

Waiver of Claims and Indemnification. The Contractor agrees to waive any and all claims against the Government and shall indemnify and release the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the data and information provided under this clause and related data by the Contractor, a subcontractor, or by any person to whom the Contractor has released or disclosed such data and information provided under this clause or related data.

Flow-down of Waiver of Claims and Indemnification. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, which involve use of the data and information provided under this clause and/or related data in any way. At all tiers, the clause shall be modified to define data and information provided under this clause as it is defined herein and to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause. In subcontracts, at any tier, the Government, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to the matters covered by the clause.

(End of Clause)

H.20 Planetary Protection (—)

Flowdown Requirement: This clause shall be flowed down and included in contracts with all subcontractors and third-party users.

Requires the subcontractor to ensure its operations are consistent with the COSPAR Planetary Protection Policy and Implementation Guidelines and applicable NASA policies and directives. The subcontractor must ensure that FAA license applications address prevention of harmful contamination as referenced in the NASA Examples of Information to Expedite Review of Commercial Operator Applications.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.20 PLANETARY PROTECTION

The Contractor shall ensure that its operations are consistent with the Committee on Space Research ("COSPAR") Planetary Protection Policy and Implementation Guidelines in accordance with NASA policies and directives and applicable U.S. Government regulations. The Contractor shall ensure that the Federal Aviation Administration (FAA) license application provides information on how the Contractor is preventing harmful contamination as referenced in the NASA Examples of Information to Expedite Review of Commercial Operator Applications to Regulatory Agencies [<https://www.nasa.gov/recommendations-commercial-space-operators/>].

This clause shall be flowed down and included in contracts with all subcontractors and third-party users.

(End of Clause)

H.22 Mitigation of Organizational Conflicts of Interest (—)

Flowdown Requirement: The Subcontractor shall include the substance of this clause, including paragraph (c), in subcontracts where the work includes or may include tasks related to organizational conflicts of interest. The terms 'Contractor' and 'Subcontractor' shall be appropriately modified to preserve the Government's rights.

The Subcontractor must report any OCI violation (by its own personnel, Government personnel, or other subcontractors) to the prime contractor. Any breach of OCI restrictions or nondisclosure of relevant facts may result in contract termination for default. The subcontractor must periodically update its OCI mitigation plan based on changes in legal entity, organization structure, subcontractor arrangements, or work scope.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.22 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST

Mitigation plan. The Organizational Conflicts of Interest (OCI) Plan and its obligations are hereby incorporated in contract Attachment J-18, Organizational Conflicts of Interest (OCI) Plan. Changes. Either the Contractor or the Government may propose changes to the OCI Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment. In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause. Violation. The Contractor shall report any violation of the OCI Plan, whether by its own personnel or those of the Government or other Contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action. Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interest to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

(End of Clause)

H.27 Cross-Waiver of Liability for Lunar Surface Activities (—)

Flowdown Requirement: Each Party shall extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and their employees, for Damage arising from or related to Lunar Surface Activities.

Establishes a mutual cross-waiver of liability for Damage (bodily injury, death, property damage, revenue loss, or consequential damage) arising from Lunar Surface Activities (activities performed under this contract on the surface of the Moon, from first contact through liftoff). Exceptions include claims between a Party and its own Related Entities, personal injury/death claims by natural persons, intellectual property claims, willful misconduct claims, and claims for failure to extend the cross-waiver.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.27 CROSS-WAIVER OF LIABILITY FOR LUNAR SURFACE ACTIVITIES

(a) As used in this clause—

(1) "Damage" means: (i) Bodily injury to, 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.

(2) "Lunar Surface Activities" means activities performed pursuant to this contract on the surface of the Moon. Lunar Surface Activities commence upon contact with the Lunar Surface and conclude with liftoff from the Lunar Surface.

(3) "Party" means either NASA or the Contractor, as appropriate (collectively, the "Parties").

(4) "Related Entity" means: (i) A Contractor or subcontractor of a Party at any tier; (ii) A user or customer of a Party at any tier; or (iii) A Contractor or subcontractor of a user or customer of a Party at any tier. The terms "Contractor" and "subcontractor" include suppliers of any kind.

(b) Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities, or employees of the other Party's Related Entities, for Damage arising from or related to Lunar Surface Activities.

(c) This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the contract or to rights and obligations arising from activities that are not within the scope of this Contract.

(d) Each Party shall extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities, for Damage arising from or related to Lunar Surface Activities.

(e) Notwithstanding the other provisions of this clause, this cross-waiver of Liability shall not be applicable to: (1) Claims between a Party and its own Related Entity or between its own Related Entities; (2) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this contract or is otherwise bound by the terms of this cross-waiver) for bodily injury, other impairment of health, or death of such natural person; (3) Intellectual property claims; (4) Claims for Damage caused by willful misconduct; (5) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of Liability to its Related Entities pursuant to paragraph (c) of this clause; or (6) Claims by a Party arising out of or relating to the other Party's failure to perform its obligations under this contract.

(f) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(End of Clause)

H.36 / H.41 Preserving Lunar Heritage (—)

Flowdown Requirement: This clause shall be flowed down and included in contracts or agreements with all subcontractors and third-party users.

Requires compliance with NASA's Recommendations to Space-Faring Entities: How to Protect and Preserve the Historic and Scientific Value of U.S. Government Lunar Artifacts (Jul 20, 2011; updated Oct 28, 2011) and any successor NASA guidance, as required by the One Small Step to Protect Human Heritage in Outer Space Act (Pub. L. 116-275). Subcontractors must exercise due regard and limit harmful interference with Apollo landing site artifacts and other U.S. Government lunar artifacts.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.36 / H.41 PRESERVING LUNAR HERITAGE

As required by 3(a)(1) of the "One Small Step to Protect Human Heritage in Outer Space Act," Pub. L. 116-275, enacted on December 31, 2020, in carrying out the Contractor's responsibilities, the Contractor shall comply with "NASA's Recommendations to Space-Faring Entities: How to Protect and Preserve the Historic and Scientific Value of U.S. Government Lunar Artifacts," issued by NASA on July 20, 2011, and updated on October 28, 2011. The Contractor also shall comply with any successor recommendations, guidelines, best practices, or standards relating to the principle of due regard and the limitation of harmful interference with Apollo landing site artifacts issued by NASA.

This clause shall be flowed down and included in contracts or agreements with all subcontractors, and third-party users.

(End of Clause)

H.37 / H.42 Debris Mitigation Clause (—)

Flowdown Requirement: This clause shall be flowed down and included in contracts with all subcontractors and third-party users, when applicable.

Requires compliance with the UN Committee on the Peaceful Uses of Outer Space Space Debris Mitigation Guidelines (endorsed by UNGA Res. 62/217, Dec 22, 2007), the Orbital Debris Mitigation Standard Practices (2019), and all applicable U.S. regulations and licensing requirements (FAA and FCC). Subcontractor must develop a debris mitigation plan covering passivation and disposal of space vehicles at end of mission and provision of ephemeris data for conjunction assessment.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.37 / H.42 DEBRIS MITIGATION CLAUSE

The Contractor shall ensure that its operations are consistent with the Space Debris Mitigation Guidelines of the United Nations Committee on the Peaceful Uses of Outer Space, endorsed by the



United Nations General Assembly in its Resolution 62/217 of December 22, 2007, and all applicable U.S. Government regulations, policies, and directives. Furthermore, the Contractor shall comply with the Orbital Debris Mitigation Standard Practices (2019) and meet the orbital debris requirements of all licensing authorities (including the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC)).

In furtherance of the previous paragraph, the Contractor shall provide a plan for including the standards to be used for the mitigation of orbital debris, including the safe, timely, and efficient passivation and disposal of the LTV Delivery System and LTV System at the end of its mission.

For cislunar and beyond LEO activities, the Contractor shall provide ephemeris data to NASA or another authorized entity responsible for conjunction assessment and collision avoidance of spaceflight activities. The Contractor should reference the Conjunction Assessment Best Practices Handbook as a guide to follow [https://nodis3.gsfc.nasa.gov/OCE_docs/OCE_50.pdf].

This clause shall be flowed down and included in contracts with all subcontractors, and third-party users, when applicable.

(End of Clause)

H.44 NASA Participation in Media Products (—)

Flowdown Requirement: Flow down to all subcontractors.

NASA reserves the right to participate in any initial public release of media products (imagery, video, audio, or other media content) first produced in the performance of this contract, including coverage of launches, landings, NASA mission preparation and execution, accident/mishap events, and NASA mission incidental lunar discoveries. NASA retains all rights to its own media products, including media of NASA astronauts and employees.

FULL CLAUSE TEXT

PRIME CONTRACT CLAUSE H.44 NASA PARTICIPATION IN MEDIA PRODUCTS

NASA reserves the right to be a part of the release of any preliminary media products (releases, imagery, video, audio, advisories, contracts, and web articles), media interviews, news conferences, contingency statements, media scouts, photo opportunities and film crew activities related to any LTV prototype(s), demonstration models, or service vehicles. NASA reserves the right to participate in any initial public release by the Contractor of media products (imagery, video, audio, or other media content) first produced in the performance of this contract, including, but not limited to, launch, landing, NASA mission preparation, NASA mission execution, accident/mishap events, and NASA mission incidental lunar discoveries.

NASA retains all rights to its own media products including media of NASA astronauts and employees.

(End of Clause)

NFS 1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to ISS/Gateway (—)

Flowdown Requirement: The Contractor shall extend the cross-waiver of liability to its own subcontractors at all tiers by requiring them, by contract or otherwise, to: (i) waive all claims against the entities or persons identified in the clause; and (ii) require that their Related Entities waive all claims against those entities.

Establishes a broad cross-waiver of liability for Damage arising out of Protected Space Operations (all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space under Artemis program Agreements). The waiver covers claims against any Party, related Parties, their Related Entities, and employees. Exceptions include claims between a Contractor and its own Related Entities, personal injury/death claims by natural persons, willful misconduct, intellectual property claims, and regulatory enforcement claims. The Contractor must maintain insurance or demonstrate financial capability to compensate for U.S. Government property damage up to \$100 million (or maximum market amount). Insurance must name the U.S. Government as an additional insured.

Please see the current form United States FAA Cross-Waiver at the following hyperlink:

<https://www.ecfr.gov/current/title-14/chapter-III/subchapter-C/part-440/appendix-Appendix%20B%20to%20Part%20440>

In the event this link ever becomes inactive, the Form of Cross-Waiver shall be the most recent Form of Cross-Waiver published in the United States Code of Federal Regulations.

(End of Flowdown)

