

Orbital LSG Firm Fixed Priced Purchase Order Terms and Conditions (9602.4)



- 1) **ACCEPTANCE.** This Order is Buyer's offer to Seller. Seller's acceptance is expressly limited to the mutually agreed to Terms and Conditions of the Order between the Buyer and Seller, and Buyer objects to any additional or different terms in Seller's acceptance. In Lieu of Seller's written acknowledgment, beginning performance, including the purchase of materials, will act as Seller's acceptance of this Order as written unless otherwise agreed upon in writing signed by Buyer's Procurement Representative.
- 2) **COMPLETE AGREEMENT.** This Order, including the attachments and other provisions incorporated herein, constitutes the entire agreement between Buyer and Seller. Acceptance of any product or service is expressly limited and subject to the terms of this Order, notwithstanding any terms and conditions that may be contained in Seller's quotation, acknowledgement, invoice or other Seller form, and notwithstanding Buyer's act of accepting or paying for any delivery or similar act, and shall not constitute a waiver of any provision under this Order or acceptance of additional terms and/or conditions.
- 3) **ORDER OF PRECEDENCE.** In the event of any inconsistency or conflict between or among the provisions of this Order:
 - (a) The Schedule, excluding the Statement of Work and/or Specifications.
 - (b) The Contract (Order) Clauses
 - (c) The Statement of Work and/or Specification
 - (d) Other incorporated or referenced documents
- 4) **RESOLUTION OF CONFLICTS AND DISCREPANCIES.** Seller shall comply with this Order and all reference documents as written. In the event of any discrepancies and/or inconsistencies in the Order, Seller shall clarify and resolve any such discrepancies and/or inconsistencies with Buyer in a timely manner and before proceeding with any Work in question. If Seller determines during the performance of this Order that any portion of this Order is inaccurate, inconsistent or incomplete, it shall promptly notify Buyer in writing specifying full particulars and request resolution before proceeding with the Work in question. In the event that Seller fails to contact Buyer in a timely manner or proceeds with any Work in question, Seller shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors and associated cost and/or schedule impacts resulting there from.
- 5) **INSURANCE.** In addition to insurance requirements contained in this Order, Seller shall maintain in full force and effect workers' compensation insurance, comprehensive general liability insurance, property damage insurance, transit insurance and such other insurance as Industry warrants or is legally required.
- 6) **MODIFICATION.** No modification of this Order (including any additional or different terms in Seller's acceptance) shall be binding unless mutually agreed to in writing signed by Buyer's Procurement Representative & Seller's Representative.
- 7) **PRICE WARRANTY.** Seller warrants that the price of the ordered items does not exceed the price charged by Seller to any other customer purchasing the same items in like or similar quantities.
- 8) **PRICE AND DELIVERY.** Seller shall furnish the items and services called for by this Order in accordance with the price(s) and delivery date or schedule stated herein. If prices(s) and/or delivery date(s) or schedule are not stated herein, Seller shall offer its lowest price(s), showing any applicable taxes separately, and/or best delivery date or schedule, which shall be subject to approval and written acceptance by Buyer. Seller is not authorized to deliver items in advance of the delivery schedule requirements set forth in this Order without Buyer's written approval. In the event Seller delivers items in advance, it does so at its own risk; no claim shall be allowed by Buyer for such advance deliveries
- 9) **INVOICE AND PAYMENT.** A separate invoice related only to this Order shall be issued for each shipment. No payment will be made prior to acceptance of products or services, and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of products or services and correct invoices, whichever is later. Unless freight and other charges are itemized any discount taken will be taken on the full amount of the invoice. Buyer has the right, without loss of discount privileges to pay invoice covering products or services shipped in advance of the schedule on the normal maturity after the date specified for delivery. Any payment shall not constitute acceptance of the products or services.
- 10) **TAXES.** Seller's prices shall be inclusive of any and all applicable Federal, state or local sales taxes including but not limited to, use of excise taxes levied upon or measured by the sale, the sales price, or the use of Goods required in the performance of this Order. The Seller shall list separately on its invoice any such tax lawfully applicable to any such Goods and payable by Buyer with respect to which Buyer does not furnish to the Seller lawful evidence of exemption. The Seller's price shall not include any taxes on property owned by the US Government unless authorized in writing by Buyer. The Seller agrees to comply with any reasonable request by Buyer regarding payment under protest, and regarding any refund claims, litigation, or proceedings with respect to any such taxes, and to make appropriate adjustments to afford Buyer the benefit of any refund or reduction in such taxes.
- 11) **PACKAGING AND SHIPPING.** Unless otherwise provided herein, no charge shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, storage, or other packing requirements. All items shall be packed, packaged, marked and otherwise prepared for shipment in accordance with sound commercial practices to meet requirements for obtaining lowest transportation rates, or as otherwise specified herein. Items shall be packed or packaged and delivered in a manner which prevents scratches, mars, dents etc. Seller shall mark containers or packages with necessary lifting, loading and shipping information, and also Buyer's Order number. Seller shall comply with all applicable laws and regulations relating to the shipment of hazardous materials. Seller shall ensure that transfer or delivery of any such hazardous materials shall be in compliance with all applicable federal, state and local hazardous materials transportation regulations. An itemized packing sheet must accompany each shipment. Damage to any items resulting from improper packaging will be charged to Seller. If Seller's deliveries fail to meet schedule, Seller at its expense will use an expedited method of shipment requested by Buyer until all deficiencies are corrected and deliveries are on schedule.
- 12) **CHANGES.** Buyer may at any time, by written change Order, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, or time or place of delivery, require additional work, or direct the omission of work. If any such change causes an increase or decrease in the cost of or the time required for the performance of this Order an equitable adjustment shall be made in the contract price, or delivery date, or both, and this Order shall be modified in writing accordingly. Seller agrees to provide at Buyer's request detailed technical and cost information adequate for Buyer to determine the reasonableness of any cost adjustments. Any claim for adjustment under this paragraph shall conclusively be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by the Seller of the change Order. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Any change Order issued hereunder will not be binding on Buyer unless issued by an authorized purchasing agent or Buyer. Nothing in this paragraph shall excuse Seller from proceeding with the Order as changed. Buyer's engineering and technical personnel may from time to time render assistance or give technical advice to or affect an exchange of information with Seller's personnel concerning the item or work hereunder, which is part of this scope of work. Such actions shall not be deemed to be a change under this clause, and shall not vest Seller with authority to change the items or services hereunder or the provisions of this Order. In the event Seller receives an instruction, order, or advice that he deems to be a change from anyone other than Buyer's purchasing department, he shall immediately advise Buyer's purchasing department of the information.

Authority to make changes, additions, deletions, amendments, or modifications to this order rests solely with the Purchasing Representative, and such changes, additions, deletions, amendments or modifications shall not be valid unless in writing and signed accordingly, by said representative.

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13) **WARRANTIES.** Unless otherwise agreed to in writing by the parties, in addition to and with prejudice to all other warranties, both express and implied. Seller warrants that the items or services ordered will be (i) free from defects in workmanship and material; (ii) to the extent such items or services are not furnished pursuant to detailed designs provided by Buyer, free from defects in design; (iii) suitable for the purposes intended, and (iv) in compliance with all requirements of this Order, and all applicable drawings, specifications, samples, representations, or other descriptions. All warranties, both express and implied, including the above, shall constitute conditions and shall survive inspection, acceptance, and payment, and shall inure to Buyer its customers and users. Without limitation of any rights by reason of any breach of warranty or otherwise items or services which are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction, or replacement as Buyer may direct. In the event Seller fail promptly to correct or replace as directed by Buyer, in additions to the right state above or otherwise, Buyer shall have the right to terminate this Order as provided in the clause hereof entitled 'Cancellation – Default' 12b.

14) **INSPECTION.** Buyer may notify the Seller, by means of official notification, of Buyer's requirement to conduct in-process or final source inspections at reasonable times and places. Either may occur at the facility of the Seller or any subtier Supplier. At no additional cost, all items and services shall be subject to inspection surveillance and test by Buyer, its customer, the U.S. Government, and regulatory authorities. Inspection personnel shall have access to all areas on the premises of the Seller, or of Seller's lower tier suppliers where work on this contract/order is being performed. Seller shall provide without additional charge, all reasonable facilities and assistance for the safety and convenience of the foregoing parties in their performance of such inspection, surveillance and test. In case any item or services are defective in material or workmanship or otherwise not in conformity with the requirement of this Order, Buyer's representative(s) shall, in addition to any other rights, have the right to; (i) reject same and rescind the order as to the rejected items or service, (ii) reject same and require the correction thereof by Seller, or (iii) reject same and deduct from the amount due Seller the cost of remedying such defects. If Buyer elects the foregoing (ii), Seller shall at no expense to Buyer promptly replace same with items or services acceptable to Buyer in accordance with Buyer's instructions. If Seller fails promptly to replace or correct such items or services in accordance with Buyer's instructions, Buyer may (i) by contract or otherwise replace or correct such items or services and charge Seller the cost occasioned Buyer thereby, or (ii) cancel this Order for default in accordance with the clause hereof entitled 'Cancellation – Default'. No Material Review Board (MRB) Authority is granted to Seller unless specifically stated in writing by an authorized Buyer representative. Notifications of prior rejection shall be submitted with replacement of such rejected items and services. Final inspection and acceptance shall be made by Buyer or its customer(s) at destination, unless otherwise specified in this Order. Seller shall provide and maintain an inspection system acceptable to Buyer. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of this Order, and for such longer periods as Buyer determines. No inspection (including source inspection), tests, approval (including design approval), or acceptance by any of the foregoing parties shall relieve Seller from responsibility for all defects or other failure to meet requirements of this Order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in this Order or in law or equity.

15) TERMINATION/CANCELLATION.

(a) **TERMINATION.** Buyer may terminate this contract as provided in FAR 52.249-2, September 1996, if their contract with the Prime or the Government has been terminated. Termination for Convenience of the Government (Fixed Price), without regard to the instructions contained in the first paragraph there under. References in such clause to 'Government' and 'Contracting Officer' shall mean Buyer, and 'Contractor' shall mean Seller. Notwithstanding, any other articles of this contract, Buyer shall be under no obligation to make any payment under this clause unless and until Buyer has received payment from the Government or other customer with respect to that portion of Buyer's claim there under which includes Seller's claim. Also, Buyer shall only be obligated to make payments under this article to the extent that payment is received from the Government or other customer with respect to Seller's claim. The provisions of this subparagraph shall not limit or affect the right of the Buyer to cancel this Order for default and shall not apply to a cancellation for default.

(b) **CANCELLATION-DEFAULT.** Time is of the essence in the performance of this Order by Seller. Except in the case of delays in deliveries resulting from those conditions and circumstances described in Section 2-615 "Excuse by Failure of Presupposed Conditions", of the Uniform Commercial Code, Buyer shall be entitled by written cancellation notice to Seller, to cancel the whole or any part of this Order for default, without granting an extension of time, and to have all other rights against Seller by reason of Seller's default as provided by law. If it be found that Seller was not in default, the rights and obligations of the parties shall be the same as if the Notice of Cancellation had been issued pursuant to subparagraph (a) Termination

(c) **OTHER.** By written notice to Seller, Buyer may cancel the whole or any part of this Order in the event of suspension of Seller's business, insolvency of Seller, institution of bankruptcy, reorganization arrangement, or liquidation proceeding by or against Seller, appointment of a trustee or received for Seller's property or business, or any assignment by Seller for the benefit of creditors. Such cancellation shall be deemed "for default" in accordance with subparagraph (b) Cancellation-Default and the rights and obligations of the parties shall be determined as therein provided.

(d) **COMPLETION OF WORK.** If this Order is canceled as provided for in (b) above, Buyer shall have the right to complete such work by whatever method Buyer may deem expedient, and shall also have the right to take possession of and to use any or all the materials, supplies, and special tooling built or being built under this Order, of any and every kind Seller had used or was planning to use in the fulfillment of this Order, whether or not such items are in Seller's possession at the time of cancellation. The expense to Buyer of so completing such work, together with a reasonable charge for administering any contract for such completion will be charged to Seller and such expense will be deducted by Buyer out of such monies as may be due or may at any time thereafter become due to Seller. In case such expense exceeds the sum which would have otherwise been payable under this Order, then Seller and its survivors shall be liable for and shall upon notice from Buyer, promptly pay to Buyer the amount of such excess. Seller shall be compensated a reasonable value for any material and work in process which Buyer elects to take possession of, less and adjustment as proved for herein. Upon receipt of written notice of cancellation, Seller shall at its expense, for the work affected by any such cancellation (1) assist Buyer in making an inventory of all materials and date, and (2) assign to Buyer lower tier Subcontracts or Purchase Orders as designated by Buyer. In the event of such cancellation all finished and unfinished documents, data, studies, surveys, drawings, models, and report prepared by or for Seller in connection with the work hereunder shall become the property of and be delivered to Buyer.

16) **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give notice thereof to Buyer. Such notice shall include all relevant information with respect to such dispute.

17) **ASSIGNMENT.** (a) Claims – Seller shall not assign this order or any rights there under or any monies due or to become due there under without the prior written consent of Buyer and no purported assignments by Seller shall be binding on Buyer without Buyer's written consent. (b) Subcontracts no contract shall be made by Seller with any other party for furnishing any of the completed or substantially completed items or service herein contracted for without the prior written approval of Buyer.

18) **PATENTS.** Seller guarantees that the sale and use of each and all items now or hereafter delivered here under will not infringe on any patent of copyright. Seller, shall at its own expense defend any action suite or claim or assist in defense thereof, including any brought against the US Government in which an infringement of any patent or copyright is alleged with respect to the sale of use of such items and the Seller will identify and save harmless Buyer and its customers and users, including the Government from any and all losses, costs, and damages for infringement or alleged infringement of any patent of copyright because of the sale or use of such items.

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19) **CONFIDENTIAL DISCLOSURE.** The Seller shall keep confidential all information, drawings, specifications, or Data furnished by Buyer ("Buyer Proprietary Data") and return, upon request, all documents furnished by Buyer and marked confidential or proprietary and shall not divulge or use such Buyer Proprietary Data to or for the benefit of any other party. Except as required for the efficient performance of this Contract, the Seller shall not make copies or permit copies to be made of Buyer Proprietary Data without the prior written consent of Buyer. The Seller shall make no use of any such Buyer Proprietary Data or any information derived there from, except in the performance of the Contract, without obtaining Buyer's written consent; provided, however, the foregoing limitation shall not apply to Products produced by Seller for direct sale to the US Government in the event that the US Government has an unlimited right or license to use Buyer's information, drawings, specifications or Data for such purpose, nor shall such limitation apply to Data or information which (i) was in the rightful possession of the Seller without restriction prior to the first receipt from Buyer; or (ii) now or hereafter, through no act or failure to act on the part of the Seller, becomes generally known and available to the public without restriction; or (iii) is hereafter disclosed and made available to the Seller without restriction by others having the right to make such disclosure

20) **RISK OF LOSS.** Seller shall bear all risk of loss on items called for by this Order until final acceptance by delivery to Buyer, or its customer, at destination, unless otherwise specified in this Order, except for loss occasioned by gross negligence of Buyers or its customer. F.O.B place of shipment shall not be considered as having conflicting precedence over the foregoing.

21) **LIABILITY FOR INJURY.** Seller agrees to be responsible for, and save harmless the Buyer and its employees and customers from any and all injury, death, damage, and loss to persons or property rising out of or incident to the work to be performed by Seller pursuant to this Order, whether performed on the premises of Seller, or Buyer, or elsewhere; and whether performed using Seller's own equipment or tools or the equipment or tools of Buyer. Seller agrees to carry and maintain insurance coverage satisfactory to Buyer to cover the above and upon Buyer's request to furnish to Buyer certificates or other appropriate evidence of such insurance.

22) **RESPONSIBILITY FOR PROPERTY.** Unless otherwise provided in this Order, Seller, upon delivery to it or manufacture or acquisition by it, or any materials, parts, tooling or other property the title to which is in Buyer or the US Government, assumes the risk of and shall be responsible for any loss thereof. Seller, in accordance with the provisions of this Order, but in any event upon completion hereof, shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear, and except for such property as has been reasonably consumed in performance of work under this Order. Seller shall be responsible for all property, tools or equipment belonging to Buyer that Seller may use while on the premises of Seller, or Buyer, or elsewhere.

23) **MATERIAL AND TOOLS.** If Buyer furnishes material, dies, modes, jigs, or tools, title thereto shall remain with Buyer. Seller shall dispose of or credit such items, including scrap material, as Buyer may direct. Buyer does not require that Seller carry insurance on such property furnished by Buyer and Seller shall not include any insurance cost therefore in the price of this Order. If the cost of special dies, molds, jigs, or tools involved in the manufacture of articles covered by this Order is amortized or included in the price hereunder, the same shall become property of Buyer upon completion or termination of this Order, and shall be disposed of as Buyer may direct.

24) **LIEN WAIVERS.** If the furnishings of any labor or material pursuant to this Order could give rise to any liens or lien rights against any premises or Buyer or its customers, Seller agrees to furnish upon Buyer's request at any time or times good and sufficient lien waivers by Seller and all other persons furnishing any such labor and material at Seller's instance or request

25) **NON-WAIVERS.** Any and all failure(s) of Buyer, or delay(s) or forbearance(s) by Buyer in enforcing at or for any time or times any of the provisions of this Order shall not be construed as a waiver thereof, or of this clause or of Buyer's rights of subsequent enforcement.

26) **DISPUTES.** Any dispute arising under this Order which is not settled by agreement of the parties may be settled by appropriate legal proceedings. Pending decision of any disputes hereunder, Seller shall diligently proceed with performance of this contract as directed by Buyer. Failure to do so shall be considered a material breach of this contract.

27) **COMPLIANCE WITH LAWS.** Seller and Buyer warrants and agrees to observe and comply with, in the performance of this Order, all applicable federal, state, and local laws, rules, and regulations, and to indemnify Buyer for and from any and all liabilities, expenses, costs, and damages which Buyer may be put to or incur or suffer as a result of Seller's failure or omission to do so. Seller warrants that the items or services furnished under this order have been or will be produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, the Walsh-Healy Public Contracts act, as amended, the Contract work Hours and Safety Standards Act, and the Occupational Safety and Health Act of 1970.

28) **ANTI-KICKBACK ACT WARRANTY AND INDEMNIFICATION.** Seller warrants that it is in full compliance with the provisions of the Anti-Kickback Act of 1986 41 USC paragraphs 51-58. No gratuities or kickbacks (in the form of entertainment, gifts, cash or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier, have been or shall be offered or given by Seller in connection with this Order or any of the transactions contemplated hereunder.

29) **PROCUREMENT INTEGRITY.** The Seller shall comply with Section 27 of the Office of Federal Procurement Policy Act 41 U.S.C 423, as implemented by FAR 3.104

30) **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS AND PRIME CONTRACT.** If this is a rated Order certified for national defense the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems regulations (15 CFR 700).

31) **EXPORT CONTROL.** Seller acknowledges, understands and agrees to comply with the U.S. export laws and regulations, including but not limited to, the U.S. Department of State, International Traffic in Arms Regulations ("ITAR"), and the U.S. Department of Commerce, Export Administration Regulations ("EAR"). Compliance includes, but is not limited to:

- (1) Abiding by export or re-export authorizations and restrictions relating to the Data, information, hardware, software or services covered by this Contract, including technical assistance agreements ("TAAs") and all associated provisions; and
- (2) Maintaining a valid registration at all times with the U.S. Department of State, Directorate of Defense Trade Controls, as necessary, pursuant to 22 C.F.R. 122.

Seller acknowledges that Data, information, hardware and software received from Buyer or derived from or including Data, information, hardware or software received from Seller is controlled by the U.S. export laws. Seller agrees that such Data, information, hardware and software may not be exported, re-exported or otherwise transferred outside of the United States or to a foreign person (as defined by U.S. Export laws), including employees or contractors, wherever located, without advance written authorization from the United States Government and Seller. Nothing contained in this clause relieves the Seller from any obligation stated elsewhere in this Contract not to disclose Buyer Data.

As necessary to support this Contract, Seller shall, at its own expense, prepare any necessary documentation and request any necessary United States Government approval for exports or re-exports in a timely manner. In the event that approval to export or re-export Data, information, hardware or software is denied, significantly delayed, or returned without action, or contains restrictions or limitations from the United States Government which prohibit the transfer of required Data, information, hardware or software, both Buyer and Seller shall not be considered to have breached this Contract. In such an event, Buyer may terminate the Contract for convenience in accordance with Article H-2(a) (Termination).

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Seller agrees to certify on an annual basis that Seller is in compliance with U.S. export laws, including all re-export and recordkeeping requirements. In recognition of Seller's obligations under the U.S. export laws, Seller agrees that if Seller at any time becomes aware of any potential violations of the U.S. export laws relating to this Contract, Seller shall immediately notify Buyer in writing.

Seller shall immediately notify Buyer if Seller is, or becomes, listed in any denied parties list or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. government entity.

32) U.S. CITIZEN. In compliance with U.S. Department of State and U.S. Department of Commerce regulations protecting export controlled Goods, Service, and Technical Data, ALL CONTRACTORS ASSIGNED TO THIS ORDER MUST BE U.S. CITIZENS OR PERMANENT RESIDENTS OF THE UNITED STATES. ALIEN REGISTRATION CARDHOLDERS WHO ONLY HAVE WORK REMITS AND OT PERMANENT RESIDENCY ARE RESTRICTED FROM WORKING AT OUT FACILITY. Proof of citizenship must be provided prior to admittance to our facility, and prior to being issued a non-escort badge. The only acceptable documents to certify U.S. citizenship are Birth or Naturalization Certificates, or U.S. Passports. Permanent Resident Cards must be provided as proof of Permanent Residency Status.

33) PUBLICITY. Without Buyer's prior written approval, Seller shall not, and Seller's Sellers at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this order or the Goods, Services or program to which it pertains. Seller shall be liable to Buyer for any breach of such obligation by any Seller.

34) COMMUNICATION. Seller understands that Buyer's compensation is tied to its Prime Contractor's and Government End-User's perception of its management of the program. It is further understood that uncoordinated liaison, coordination with, request for status, lobbying and other unauthorized communication with the Government End User, and/or release of information to the public, will be detrimental to the Program and financially detrimental to Buyer.

35) CERTIFICATION, NON-SEGREGATED FACILITIES. If the amount of this contract is expected to exceed \$10,000.00, by accepting this Order, Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control when segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract. Seller further agrees to provide for substantially the same certifications in any subcontracts expected to exceed \$10,000.00.

36) GOVERNING LAW AND CHOICE OF VENUE. It is mutually understood and agreed that this contract shall be governed in all respects by the law of the State of Arizona, including the Arizona Uniform Commercial Code, except that applicable Federal law and regulation regarding this contract shall prevail. The parties further agree that any actions arising out of or relating to this contract shall be brought in the State of Arizona Maricopa County Superior Court.

37) FAR AND FAR SUPPLEMENT CONTRACT CLAUSES FOR NEGOTIATED PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS.

a) This section is applicable for all Government funded contracts other than those for commercial items.

b) The following clauses found in the Federal Acquisition Regulation (FAR.), DoD FAR Supplement (DFARS), NASA FAR Supplement (NFS), or other agency FAR supplement identified herein are incorporated herein by reference with the same force and effect as if set forth in full text. The applicability and interpretation of each such clause is subject to any specific note or parenthetical statement following its title and setting forth conditions, requirement, and instructions for use of the clause. The Contracts Disputes Act shall have no application to the Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

c) As used in the FAR, DFARS, NFS or other agency clauses and other wise in this Contract:

"Commercial Item" means a commercial item as defined in FAR 2.101

"Contract" shall mean this Purchase Order

"Contracting Officer" shall mean the U.S. Government Contracting Officer for the government prime contract under which this Contract is entered.

"Contractor" and "Offeror" shall mean "Seller", as defined in this Contract, acting as the immediate Seller to Orbital.

"Prime Contract" means the contract between Orbital and the U.S. Government or between Orbital and its higher-tier customer working under a U.S. Government contract.

"Subcontract" means any contract placed by Seller or lower-tier Sellers under this Contract

d) The Seller agrees to flow-down all applicable FAR, DFARS, NASA, or other agency clauses to its lower-tier Suppliers. The Seller further agrees that all notifications and other communications required by these clauses shall be made to Orbital's Buyer, unless this Contract specifically provides otherwise.

e) In general, clauses are not identified by version e.g. FAR 52.203-3 "Gratuities" is not identified in this contract as the "April 1984" version. Unless stated otherwise, all clauses incorporated herein are those versions that are applicable to Orbital's Prime Contract. If the substance of any of the clauses listed below is different from the substance of the clause actually incorporated in the Prime Contract referenced by number herein, the substance of the clause incorporated by said Prime Contract shall apply instead. In such cases, the applicable clause shall be considered modified to identify the parties and their responsibilities in a manner that is consistent with paragraph © above and the parenthetical notes set forth herein. If, during their performance of the Contract, Seller discovers any conflict, error, ambiguity or discrepancy within this Section or between this Section or any other part of the Contract, Sellers shall promptly report it to Orbital's Buyer in writing, who shall issue appropriate clarifying guidance to Seller

f) Seller agrees that upon the request of Orbital it will execute amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Orbital may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract, provisions of amendment to such Prime Contract and/or provisions of any launch or re-entry licenses issued by the Federal Aviation Administration. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

g) Notes

- 1) Substitute "Orbital" for "Government" or "United States" throughout this clause.
- 2) Substitute "Orbital Buyer" for "Contracting Officer," "Administrative Contracting Officer", and "ACO" throughout this clause
- 3) Insert "and Orbital" after "Government" throughout this clause.
- 4) Insert "or Orbital" after "Government" throughout this clause.
- 5) Communications/notification required under this clause form/to the Seller to/from the Contracting Officer shall be through Orbital

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FAR Contract Clauses	
52.202-1	DEFINITIONS
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES (“This Contract” includes the Prime Contract and this Contract. Note 1 applies to paragraph a.)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (This clause applies only if this Contract exceeds \$150,000.)
52.203-7	ANTI-KICKBACK PROCEDURES (Applicable if this Contract exceeds \$150,000. Paragraph I(1) does not apply.)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Note 1 applies.)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Notes 1 and 2 apply.) In paragraph I, “Prime Contractor” means “Contractor”.)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Note 2 applies.)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (This clause applies only if this Contract exceeds \$150,000.)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applicable if Contract equals or exceeds \$5,000,000 and the period of performance is more than 120 days. Note 3 applies. Disclosures made under this clause shall be made directly to the government entities listed in the clause.)
52.203-14	DISPLAY OF HOTLINE POSTERS (Applicable if Contract equals or exceeds \$5,000,000.)
52.204-2	SECURITY REQUIREMENTS (This clause is included if this Contract requires access to classified information.)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applicable where subcontractor will have physical access to federally controlled facility or federal information system.)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applicable only if included in Prime Contract and the value of this Subcontract is \$25,000 or more. Only paragraph (a) and subparagraph (c)(3) apply. The first phrase of subparagraph (c)(3) is revised to read as follows: “Unless otherwise directed by the Orbital Subcontract Administrator, by the 10 th business day of the month following the month of award of this Subcontract, and annually thereafter, the Subcontractor shall report the names and total compensation of each of the five most highly compensated executives of Subcontractor for the Subcontractor’ preceding completed fiscal year at http://www.fsr.gov , if - . . .”) This information will be made available to the public.
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (Note 2 applies. Delete subparagraph (a)(1)(i)(D))
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Paragraph (b) is deleted and replaced with the following: “Neither SUBCONTRACTOR nor any of its principals are debarred, suspended or proposed for debarment by the federal government. Note 2 applies to paragraph (c).)
52.211-5	MATERIAL REQUIREMENTS (Note 2 applies)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	AUDIT AND RECORDS – NEGOTIATION (This clause applies only if this Contract exceeds \$150,000. Insert “and ORBITAL” after “Contracting Officer” and “Comptroller General Of the United States”.)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (This clause applies if cost or pricing data is required from the SUBCONTRACTOR or any sub-tier Supplier. Notes 2 and 4 apply except the first time “Contracting Officer” appears in paragraph I(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (This clause applies if cost or pricing data is required from the SUBCONTRACTOR or any sub-tier Supplier for modifications. Notes 2 and 4 apply except the first time “Contracting Officer” appears in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract. As required by applicable law or regulation, the SUBCONTRACTOR shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed by FAR 15.406-2. In addition to any remedies provided by law, if ORBITAL is subjected to any liability as a result of the SUBCONTRACTOR’s failure to comply with this requirement, then the SUBCONTRACTOR agrees to indemnify and hold ORBITAL harmless to the full extent of any loss, damage or expense (excluding ORBITAL’s overhead and profit) resulting from such failure.)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (Applicable if not otherwise exempt under FAR 15.403.)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (Applicable for modifications if not otherwise exempt under FAR 15.403.)
52.215-14	INTEGRITY OF UNIT PRICES (This clause applies only if this Contract exceeds \$150,000.)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (This clause is applicable if the Contract satisfies the applicability requirements of FAR 15.408(g). Note 5 applies.)

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52.215-16	FACILITIES CAPITAL COST OF MONEY (Applicable only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the SUBCONTRACTOR proposed facilities capital cost of money in its offer.)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applicable only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the SUBCONTRACTOR did not propose facilities capital cost of money in its offer.)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSION (This clause is applicable if the Contract satisfies the applicability requirements of FAR 15.408(j). Note 5 applies.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (This clause is applicable if the Contract satisfies the applicability requirements of FAR 15.408(k). Note 5 applies.)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Note 2 applies)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (Note 2 applies)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES If the Prime Contract to which this Contract relates is with an agency other than DoD, this clause applies to cost reimbursable contracts exceeding the simplified acquisition threshold as defined in FAR 2.101. If the Prime Contract to which this Contract relates is with DoD, this clause applies to all subcontracts in excess of \$700,000, except those that meet the criteria of FAR 15.408(n)(2)(i)(B)(2). Notes 4 and 6 apply, except that in paragraph (c) Note 2 applies.
52.216-7	ALLOWABLE COST AND PAYMENT (This clause applies to cost reimbursable contracts and to the cost reimbursable portion of time and materials contracts. Note 1 applies except in subparagraph (b)(1)(ii)(F), where the term “Government” remains unchanged, in the first sentence of subparagraph (h)(2)(ii), where Note 3 applies, and in subparagraph (h)(2)(ii)(D), where Note 3 applies. Note 2 applies except in the first sentence of subparagraph (g), where the term “Contracting Officer” is unchanged and the words “or ORBITAL” are inserted after “Contracting Officer”. Subparagraphs (a)(2) and (a)(3) are deleted. Subparagraphs (d), (e) and (f) are deleted and replaced by the following: (d) Final Indirect Cost Rates. ORBITAL shall reimburse SUBCONTRACTOR on the basis of final annual indirect cost rates and the appropriate bases established by SUBCONTRACTOR and the Government in effect for the period covered by the indirect cost rate proposal. Such rates and bases shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Contract. The rates and bases shall be deemed incorporated into this Contract upon execution. (e) Billing Rates. There shall be included as allowable indirect costs such overhead rates as may be established by SUBCONTRACTOR and the cognizant Government agency in accordance with the principles of the FAR and applicable FAR supplement(s). Pending establishment of final indirect overhead rates for any period, SUBCONTRACTOR shall be reimbursed at billing rates approved by the cognizant Government agency, which billing rates may be revised from time to time subject to such approval and subject to appropriate adjustment when the final rates for that period are established. (f) Quick-closeout Procedures. When SUBCONTRACTOR and ORBITAL agree, quick-closeout procedures of Subpart 42.7 of the FAR may be used. The following subparagraph (i) is added to the clause: (i) Subcontracts. No subcontract placed under this Contract shall provide for payment on a cost-plus-a-percentage-of-cost basis and any fee payable under cost-reimbursements type subcontracts shall not exceed the fee limitations in paragraph 15.404-4I of the FAR.
52.216-8	FIXED FEE (This clause applies if Contract is Cost-Plus-Fixed-Fee. Notes 1 and 2 apply. Delete the last two sentences of the clause.)
52.216-10	INCENTIVE FEE (This clause applies only to CPIF Contracts. Notes 1 and 2 apply, except in paragraph (e)(v) and (e)(vi) where “Government” is unchanged. The last two sentences of paragraph I are deleted. Amounts in paragraph “e” will be identified in the Contract.)
52.217-9	OPTION TO EXTEND TERMS (Applicable when Contract has option pricing. Note 1 applies.)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (This clause does not apply to small business concerns. It applies if this Contract offers further subcontracting opportunities and is expected to equal or exceed \$650,000; \$1,000,000 for construction of any public facility. Note 2 is applicable to paragraph I only. The SUBCONTRACTOR’s subcontracting plan is incorporated herein by reference.)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (This clause is applicable if FAR 52.219-9 applies. Notes 1 and 2 apply.)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (Note 2 applies.)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (This clause applies for cost-reimbursable Contracts over \$150,000. Unless otherwise stated in the Contract, the overtime premium authorized in paragraph (a) shall be “zero”. Notes 2 and 3 apply.)
52.222-3	CONVICT LABOR
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (This clause applies only if this Contract may require or involve the employment of laborers and mechanics.)
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (Note 2 applies. Note 4 applies to paragraph I.)
52.222-20	WALSH-HEALEY PUBLIC CONTRACT ACT (This clause applies if Contract exceeds \$10,000.)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES

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52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	AFFIRMATIVE ACTION COMPLIANCE
52.222-26	EQUAL OPPORTUNITY (Only paragraphs (b) (1) through (b) (11) of this clause apply.)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERAN, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (This clause applies only if this Contract is or is expected to be \$100,000 or more.)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Contract exceeds \$10,000.)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (This clause is applicable only if FAR 52.222-35 applies.)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)
52.222-50	COMBATING TRAFFICKING IN PERSONS (Note 2 applies. In paragraph (e) Note 3 applies.)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION Applicable to services and construction subcontracts that: (1) exceed \$3,000; and (2) include work performed in the United States. This clause does not apply to subcontracts for commercial services that are (a) part of the purchase of a Commercially Available Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) (b) performed by the COTS provider, and (c) are normally provided for that COTS item.
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
52.223-6	DRUG-FREE WORKPLACE
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (This clause applies only if this Contract is for radioactive material meeting the criteria outlined in this clause. In the blank insert "30". Notes 1 and 2 apply.)
52.223-11	OZONE DEPLETING SUBSTANCES (Applicable if the Work was manufactured with or contains ozone-depleting substances.)
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (Applicable to Contracts in excess of \$100,000.)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (This clause applies only if this Contract is expected to exceed \$100,000. Note 2 applies. Delete paragraph e.)
52.225-1	BUY AMERICAN ACT- SUPPLIES (Applicable to the Contract if applicable to the Prime Contract and the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph I.)
52.225-5	TRADE AGREEMENTS
52.225-8	DUTY-FREE ENTRY (Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	AUTHORIZATION AND CONSENT (This clause applies if the Prime Contract contains this clause; ALTERNATE I applies as indicated in the clause.)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (This clause applies only if this Contract is over \$150,000. Notes 2 and 4 apply.)
52.227-3	PATENT INDEMNITY (Applicable if Alt III specified in the Prime Contract.)
52.227-6	ROYALTY INFORMATION (Applicable when FAR 52.215-12 applies and royalty costs exceed \$250. Note 2 applies.)
52.227-9	REFUND OF ROYALTIES (This clause is applicable when royalty costs exceed \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED (This clause applies only if this Contract covers or is likely to cover classified subject matter.)
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (This clause applies if this Contract is for experimental, developmental, or research work and (1) the SUBCONTRACTOR is a small business or (2) this Contract is with a non-profit organization.)
52.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (Applicable in lieu of other Patent Rights provisions of this Contract if included in the Prime Contract.)
52.227-14	RIGHTS IN DATA – GENERAL, including Alternate I, II, III, IV in accordance with the Prime Contract
52.227-16	ADDITIONAL DATA REQUIREMENTS (Note 2 applies.)
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Applicable to Contracts involving the acquisition of existing computer software.)
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (Applicable if Contract involves work on government installation; Note 2 applies; Note 4 applies to paragraph (b).)

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52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (Note 2 applies. In paragraph (b), insert “Contractor or” before “subcontractor”.)
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (Applicable if criteria in FAR 29.401-4 are met.)
52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS
52.230-2	COST ACCOUNTING STANDARDS (This clause applies as indicated below unless the SUBCONTRACTOR is a small business concern.) (This clause, except paragraph (b), applies to all negotiated contracts in excess of \$650,000, UNLESS otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1. “United States” means “United States or ORBITAL.”)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (This clause applies as indicated below unless the SUBCONTRACTOR is a small business concern.) (This clause, except paragraph (b), applies in lieu of FAR 52.230-2 to all negotiated contracts in excess of \$650,000 IF the SUBCONTRACTOR certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2.) United States” means “United States or ORBITAL.”)
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (Applicable to contracts awarded to a foreign concerns.)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (This clause applies unless the SUBCONTRACTOR is a small business concern.) (This clause applies if FAR 52.230-2 or FAR 52.230-3 is applicable.)
52.232-7	PAYMENTS UNDER TIME AND MATERIAL AND LABOR HOUR CONTRACTS (Including Alternate I) (Applies to time and materials and labor hour contracts. Notes 1 and 2 apply. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) “one year” is changed to “six months” and in paragraph (g)(2), “6 years” is changed to “five years”. Paragraphs (c) and (i) are deleted.)
52.232-16	PROGRESS PAYMENTS (This clause applies only if Contract specifically provides for progress payments. Alternatives apply based on applicability of criteria in Far 32.502-4. Notes 1 and 2 apply, except: (i) that in subparagraphs (d)(1), (d)(2)(ii), (d)(3) through (d)(5) and in the second reference to “Government” in (d)(6)(ii), the term “Government” is unchanged; (ii) in paragraph (g), the term “Contracting Officer” means the United States Government Contracting Officer for the Prime Contract or Orbital and Note 4 applies; and (iii) in paragraph (j). In paragraph (h), “this contract” means “this contract or the Prime Contract”. In paragraph (j), the term “Contractor” shall mean “Orbital” in the following subparagraphs: (j)(3)(v)(A), (j)(4)(iii)(A), (j)(5)(iii)(A), (j)(7) and in the first reference to “Contractor” in (j)(8). In subparagraph (j)(7), the reference to “this contract” means the Prime Contract. In paragraph (l), the payment due date is as specified in the payment provision of this Contract. SUBCONTRACTOR agrees to all terms set forth in paragraph (j) of FAR 52.232-16 as conditions to ORBITAL’s inclusion of SUBCONTRACTOR progress payment requests in ORBITAL’s invoices under the Prime Contract.)
52.232-17	INTEREST (Notes 1 and 2 apply. In paragraph (c), delete “as required by 33.211 and subparagraph (c)(3). Delete paragraph (g).)
52.232-18	AVAILABILITY OF FUNDS (Applicable ONLY if Contract stipulates that Fiscal Year Funds are required for the performance of the Contract but not yet available. Notes 1 and 2 apply.)
52.232-20	LIMITATION OF COST (Applicable only to cost reimbursable Contracts. Applicable when this Contract becomes fully funded. Does not apply if clause 52.232-22 is applicable. Notes 1 and 2 apply.)
52.232-22	LIMITATION OF FUNDS (Applicable only to cost reimbursable Contracts. This clause applies only if this Contract is incrementally funded. When the Contract becomes fully funded FAR 52.232-20 shall apply in lieu of this clause. Notes 1 and 2 apply.)
52.233-1	DISPUTES
52.233-3	PROTEST AFTER AWARD (“30 days” means “20 days” in paragraph (b)(2). Note 1 applies, except the first time “Government” appears in paragraph (f). In paragraph (f) add after “33.104(h)(1)”, the following: “and recovers those costs from PRIME CONTRACTOR.”)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (Notes 1 and 2 apply)
52.236-13	ACCIDENT PREVENTION (Note 2 applies.)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applicable if Contract is performed on a Government installation. Note 2 applies. Note 4 applies the second time “government” appears.)
52.237-3	CONTINUITY OF SERVICES (Notes 1 and 2 apply.)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (This clause applies when a Cost-Reimbursable Contract, a Fixed-Price incentive Contract, or a Contract providing for price re-determination is contemplated. Notes 1 and 2 apply.)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (This clause applies if this Contract exceeds \$700,000 and is NOT a Fixed-Price Contract without incentives. Notes 1 and 2 apply. Delete paragraphs (f) and (g).)
52.242-4	CERTIFICATION OF FINAL INDIRECT RATES (Applicable to Contracts which require the establishment of final indirect cost rates.)
52.242-13	BANKRUPTCY (Notes 1 and 2 apply.)

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52.242-15	STOP-WORK ORDER (Notes 1 and 2 apply. ALT 1 applies to cost reimbursement contracts.)
52.242-17	GOVERNMENT DELAY OF WORK
52.243-1	CHANGES-FIXED PRICE (Notes 1 and 2 apply)
52.243-2	CHANGES-COST REIMBURSEMENT (ALTS I-V apply as indicated in the clause) (Applies only to cost reimbursable contracts. Notes 1 and 2 apply).
52.243-3	CHANGES-TIME AND MATERIALS OR LABOR HOURS (Applies to time and materials or labor hours contracts. Notes 1 and 2 apply.)
52.243-6	CHANGE ORDER ACCOUNTING (Applicable if the Prime Contract requires Change Order accounting. Note 2 applies.)
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	GOVERNMENT PROPERTY Applicable where government property involved in performance of subcontract; "Contracting Officer" means "ORBITAL" except in the definition of Property Administrator and in paragraph h(1)(iii) and where it is unchanged, and in paragraphs (c) and (h)(4) where it includes ORBITAL. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means ORBITAL and except in paragraphs (d)(2) and (g) where the term includes ORBITAL. For CONTRACTS UNDER DOD Prime Contracts, Class Deviation 2007-O0012 applies.
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE – (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears and in paragraphs (f), (h), (j) and (l), where Note 1 applies).
52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT (Applies only to cost reimbursable contracts. Note 1 applies, except in paragraphs (b),(c) and (d) where Note 3 applies, and in paragraph (k) where "Government" is unchanged.)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (Applicable only to Contracts for the furnishing of Services. Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (Applies only to cost reimbursable contracts. Note 1 applies in paragraphs (d) and (e). Note 3 applies in paragraphs (b) and (c).)
52.246-6	INSPECTION – TIME AND MATERIAL AND LABOR HOUR (Applies to time and materials and labor hour contracts. In paragraphs (b), (c) and (d), Note 3 applies; in paragraphs (e),(f),(g) and (h), Note 1 applies.)
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (Applies to fixed price subcontracts involving research and development. Note 2 applies. Note 3 applies, except in paragraphs (d) through (f), where Note 1 applies.)
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT (Applies to cost reimbursable subcontracts involving research and development. Note 3 applies to paragraphs (b) through (d). Note 1 applies to paragraphs (e) through (h).)
52.247-5	FAMILIARIZATION WITH CONDITIONS (Applicable to Contracts for transportation or for transportation related services.)
52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS (Applicable if this Contract involves international air transportation.)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (This clause applies only if this Contract exceeds \$150,000.)
52.248-1	VALUE ENGINEERING (This clause applies only if this Contract does or is expected to exceed \$150,000. Note 1 applies, except in paragraphs (c)(5) and (m), where Note 3 applies and except in (b)(3) where Note 4 applies and where "Government" precedes "cost" throughout. Note 2 applies.)
52.249-2	TERMINATION FOR CONVENIENCE-FIXED-PRICE (FAR 52.249-2 is revised as follows: Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means PRIME CONTRACTOR and the Government". Paragraph (c): Change "120 days" to "60 days". Paragraph (d): "15 days" is changed to "30 days," and "45 days" is changed to "60 days". Paragraph (e): The time for submission of the final termination settlement proposal is changed from "1 year" to "6 months" from the effective date of termination. Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from "90 days" to "45 days" from the effective date of the termination. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
52.249-6	TERMINATION (Cost-Reimbursement) (Applicable to cost-reimbursement, time and material (T&M) and labor hour contracts. Alternate IV is included if this is a T&M or labor hour contract. Notes 1 and 2 apply. Substitute "90" days for "120" days and "90 day" for "120 day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

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52.249-8	<p>DEFAULT (Fixed Price Supply and Service) (FAR 52.249-8 is revised as follows: Notes 1 and 2 apply except that Note 1 is not applicable to paragraph (c). Note 4 will apply to the second and third time that "government" appears in paragraph (e). Timely performance is a material element of this subcontract. Paragraph (a): Change the cure period from "10 days" to "7 days".</p>
52.249-14	<p>EXCUSABLE DELAYS (Applicable to cost-reimbursement, time and material (T&M) and labor hour contracts. Note 1 applies to paragraph (c). Note 2 will also apply.)</p>
52.251-1	<p>GOVERNMENT SUPPLY SOURCES (Applicable to contracts that may authorize the SUBCONTRACTOR to acquire Supplies or Services from a Government supply source.)</p>
52.252-2	<p>CLAUSES INCORPORATED BY REFERENCE</p>

Additional FAR provisions applicable to subcontracts funded under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub.L. 111-5) ("Recovery Act")

52.203-15	<p>WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (SEC.1553, PUB.L.111-5) ("RECOVERY ACT") Applicable to all subcontracts funded under Recovery Act.</p>
52.204-11	<p>AMERICAN RECOVERY AND REINVESTMENT ACT Only the following requirements of this clause apply: Subcontractor shall provide to ORBITAL not later than the 5th day following the end of each calendar quarter the information required by subparagraphs (d)(10)(i), (ix), (x), and (xi) of this clause. This information will be made available to the public as required by section 1512 of the Recovery Act</p>
52.215-2	<p>AUDIT AND RECORDS-NEGOTIATION, ALT I Applies to Recovery Act funded subcontracts exceeding \$150,000. Insert "and ORBITAL" after "Contracting Officer" and after "the "foregoing officials" in paragraph (d)(1).</p>
52.225-21	<p>REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS</p>

DoD FAR Supplement Clauses The following clauses apply if any effort under this Contract is funded by DoD.

252.203-7001	<p>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Applicable if the value of this Contract equals or exceeds \$150,000. In this clause, the terms "contract", "contractor and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.)</p>
252.204-7000	<p>DISCLOSURE OF INFORMATION</p>
252.204-7008	<p>REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS</p>
252.208-7000	<p>INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL</p>
252.209-7001	<p>DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Applicable to Contracts in excess of \$150,000)</p>
252.209-7002	<p>DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</p>
252.209-7004	<p>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (Applicable to Contracts in excess of \$150,000. Notes 1 and 2 apply.)</p>
252.211-7000	<p>ACQUISITION STREAMLINING (This clause applies if this Contract exceeds \$1 million. Note 1 applies.)</p>
252.211-7003	<p>ITEM IDENTIFICATION AND VALUATION – (Applicable if this Contract requires the Work to contain unique item identification. In paragraphs (c)(3)(i), (c)(4)(i), (d), (e) and (f) "Contractor" shall mean "Subcontractor"; all reports required to be submitted under this clause shall be submitted to Orbital at a location to be provided; delete paragraph (g) and insert the following in lieu thereof: "(g) Lower Tier Subcontracts. SUBCONTRACTOR shall include this clause, including this paragraph (g), in all lower tier subcontracts issued under this Contract for the acquisition of components identified herein as requiring UID.")</p>
252.211-7007	<p>REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION REGISTRY (Applicable if this Contract requires Government property in SUBCONTRACTOR'S possession to contain unique item identification.)</p>
252.215-7000	<p>PRICING ADJUSTMENTS (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)</p>
252.215-7002	<p>COST ESTIMATING SYSTEM REQUIREMENTS (This clause applies if cost or pricing data is required.)</p>
252.215-7004	<p>EXCESSIVE PASS-THROUGH CHARGES (Applicable unless this contract is a fixed price contract, including fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition. Note 5 applies. In paragraph (e), insert "and ORBITAL" after "Contracting Officer". If Contracting Officer determines excessive pass-through charges are included in SUBCONTRACTOR's prices, ORBITAL shall make an adjustment to this Contract to exclude such charges.)</p>
252.219-7003	<p>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if FAR 52.219-9 applies to this Contract.)</p>
252.219-7004	<p>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Applicable if SUBCONTRACTOR is participant in test program.)</p>
252.222-7000	<p>RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applicable if included in Prime Contract.)</p>

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252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applicable if included in Prime Contract and the value of this Subcontract exceeds \$1,000,000.)
252.222-7999	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING USE OF MANDATORY ARBITRATION AGREEMENTS
252.223-7001	HAZARD WARNING LABELS (Applicable if this Contract requires the delivery of hazardous materials.)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applicable only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Note 3 applies. Note 4 applies to paragraph (g)(1). In paragraph (g)(1)(ii) delete "prime" and "substituting its name for references to the Government".)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES (Applicable if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
252.223-7004	DRUG-FREE WORKPLACE
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES (Applicable if this Contract is for the development, production, manufacture, or purchase of arms, ammunition and explosives or when arms, ammunition and explosives will be provided to Contractor as Government Furnished Property.)
252.223-7004	DRUG-FREE WORKPLACE
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES
252.225-7000	BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (This clause is substituted in lieu of FAR 52.225-2. Applicable if the Work includes other than domestic components.)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (This clause is substituted in lieu of FAR 52.225-1. Applicable if the Work includes other than domestic components.)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (Applicable to Contracts that exceed \$550,000 in value and could be performed in the United States or Canada.)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (Applicable if the value of this Contract equals or exceeds \$650,000. Paragraph (f) is deleted.)
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applicable if SUBCONTRACTOR is supplying items on the U.S. Munitions list.)
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Paragraph (d) is deleted.)
252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	DUTY-FREE ENTRY (Applies in lieu of FAR 52.225-8. Notes 1 and 2 apply in subparagraph (c). The prime contract number and identity of the Contracting Officer are contained elsewhere in this Contract. If this information is not available, contact the ORBITAL Subcontract Administrator.)
252.225-7015	RESTRICTION ON THE ACQUISITION OF HAND OR MEASURING TOOLS
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applicable if the Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a)(2).)
252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (Applicable to contracts for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.)
252.225-7021	TRADE AGREEMENTS (Applicable if the Work contains other than U.S.-made, qualifying country or designated country end products. Applicable in lieu of FAR 52.225-5.)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (Applicable if subcontract is for forging items as defined in the clause.)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (This clause applies if Contract exceeds \$1,000,000 with a United Kingdom firm. Note 2 applies.)
252.225-7043	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applicable where Contractor will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES – DOD CONTRACTS (This clause applies if Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean ORBITAL. ORBITAL shall have no liability to SUBCONTRACTOR for any incentive payment under this clause unless and until the Government provides said incentive payment to ORBITAL.)
252.227-7013	RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applicable in lieu of FAR 52.227-14.)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applicable in lieu of FAR 52.227-14.)
252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE – SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE

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252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (For paragraph (c)(1), Note 3 applies.)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Note 1 applies.)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Note 1 applies.)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT (Notes 1 and 2 apply to paragraph (a); Note 4 applies to paragraph (b).)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.227-7038	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applicable if (1) Contractor is not a small business or nonprofit organization subject to FAR 52.227-11 and (2) the Contract is for experimental, developmental or research work.)
252.227-7039	PATENTS – REPORTING OF SUBJECT INVENTIONS (Applicable if FAR 52.227-11 applies to this Contract.)
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (In paragraph (a) Note 5 applies. In paragraph (b) Note 3 applies.)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES
252.235-7003	FREQUENCY AUTHORIZATION (Applicable if this Contract requires developing, producing, constructing, testing or operating a device requiring a frequency authorization. Note 2 applies.)
252.237-7023	CONTINUITY OF ESSENTIAL CONTRACTOR SERVICES (Applicable if included in Prime Contract. Note 2 applies. Note 3 applies to paragraph (c). Paragraph (f) is not applicable.)
252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (Applicable to subcontracts which require securing telecommunications.)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS
252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
252.246-7001	WARRANTY OF DATA (AND ALTERNATE II) (Notes 1 and 2 apply.)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applicable if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems assemblies and subassemblies integral to a system. Contractor shall provide notifications to ORBITAL and the Contracting Officer identified to Contractor.)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (Applicable in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in paragraph (b)(2)(ii) of the clause. Notes 1 and 2 apply.)
252-249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if Contract equals or exceeds \$650,000. Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)
NASA FAR Supplement (NFS) Clauses The following clauses also apply to efforts conducted under this Contract for NASA.	
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Note 5 applies.)
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (This clause applies only if printing or duplicating exceeds the limits defined in paragraph (c) of the clause. Note 2 applies)
1852.211-70	PACKAGING, HANDLING AND TRANSPORTATION (Note 2 applies.)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	SMALL BUSINESS SUBCONTRACTING REPORTING (Applicable if FAR 52.219-9 applies to this Contract.)
1852.219-76	NASA 8 PERCENT GOAL
1852.223-70	SAFETY AND HEALTH (Applicable when any of the conditions in NASA FAR Supplement 1823.7001(a) exist. Note 2 applies to paragraphs (c), (d),(e),(f) and (h). Add "and ORBITAL Subcontract Administrator" after Contracting Officer in paragraph (i). Note 4 applies to paragraph (g)(1).)
1852.223-71	FREQUENCY AUTHORIZATION (Applicable if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.)
1852.223-72	SAFETY AND HEALTH (SHORT FORM) (Applicable if NFS 1852.223-70 does not apply. Notes 1 and 2 apply.)
1852.223-74	DRUG AND ALCOHOL FREE WORKFORCE (Applicable if Work is performed by an employee in a sensitive position as defined in the clause.)

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1852.225-70	EXPORT LICENSES
1852.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (Applicable if this Contract includes, at any tier, experimental, developmental or research Work and Contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the ORBITAL Subcontract Administrator identified in this Contract.)
1852.227-14	RIGHTS IN DATA-GENERAL (Modifies FAR 52.227-14. Note 5 applies.)
1852.227-70	NEW TECHNOLOGY (This clause applies if Contract is for experimental, developmental, research, design or engineering work and the SUBCONTRACTOR is other than a small business or non-profit organization. Note 5 applies.)
1852.227-71	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (Applicable whenever NASA FARs 1852.227-70 applies to this Contract. SUBCONTRACTOR's petitions to the Contracting Officer shall be made through ORBITAL.)
1852.227-72	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (Applicable if this Contract contains either of the clauses at FAR 52.227-1 or 1852.227-70. Note 2 applies. The following are designated to administer the New Technology or Patent Rights per NFS 1827.305-370: <u>New Technology Representative</u> : Chief, Technology Utilization Office LAO1, George C. Marshall Space Flight Center, Marshall Space Flight Center, AL 35812. <u>Patent Representative</u> : Chief, Intellectual Property Counsel CCO1, George C. Marshall Space Flight Center, Marshall Space Flight Center, AL 35812.)
1852.227-86	COMMERCIAL COMPUTER SOFTWARE-LICENSING (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Insert "and ORBITAL" after "Contracting Officer" throughout this clause.)
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (Applicable if the Work is performed in support of "Protected Space Operations" (applicable to the Space Shuttle) as that term is defined in the clause.)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (Applicable if the Work is performed in support of "Protected Space Operations" (applicable to the Space Station) as that term is defined in the clause.)
1852.228-78	CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES (Applicable if the Work is performed in support of AGREEMENTS DESCRIBED IN NASA FAR Supplement 18-328.371(a), involving ELV launch services.)
1852.231-71	DETERMINATION OF COMPENSATION REASONABLENESS (Applicable if Contract is a cost reimbursement or non-competitive fixed-price type contract and has a total potential value in excess of \$500,000.)
1852.237-71	PENSION PORTABILITY (Applicable if this Contract is for services and meets the conditions of paragraph (b) of the clause.)
1852.237-72	ACCESS TO SENSITIVE INFORMATION
1852.237-73	RELEASE OF SENSITIVE INFORMATION
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (Applicable if this Contract requires travel to locations outside of the United States that will be charged directly to the Contract. Substitute "45 days" for "30 days" in the clause. Note 2 applies.)
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (Applicable if the Work will be performed at a NASA installation.)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (Note 2 applies.)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (Applies if applicable to Prime Contract and Contract is for \$500,000 or more.)
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (Note 2 applies.)
1852.245-72	LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (Note 2 applies. Note 3 applies only to the first two times "Government" appears in paragraph (e).)
1852.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (Applicable if the Contractor will possess NASA property during the performance of the Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to ORBITAL no later than October 10. Notes 2 and 4 apply to paragraph (c).)
1852.246-70	MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (Applicable where Contractor employees will hold positions designated as critical in accordance with 14 CFR 1214.5.)
1852.246-73	HUMAN SPACE FLIGHT ITEM (Applicable if this Contract is for human space flight hardware or flight related equipment.)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (Applicable for work in Florida's critical habitats.)