

**CUSTOMER CONTRACT REQUIREMENTS (CCR)
ORION PROGRAM
PRIME CONTRACT NNJ06TA25C**

CUSTOMER CONTRACT REQUIREMENTS

When PWR General Provisions 1, 3, 4, **or** 6 are applicable to this procurement, this Attachment constitutes the Government clauses contemplated by the appropriate Article in those General Provisions.

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

The following FAR and FAR Supplement clauses (including Alternates), as modified by Federal Acquisition Circulars and other agency Acquisition Circulars respectively, on the date of and required by the prime contract identified on the face of this order, are hereby incorporated by reference and made a material part hereof. **If there is a conflict between or among one or more clauses herein, or an addition to a clause after the effective date of this order, the version of the clause applicable to this order shall be the version of the clause in the prime contract.**

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this order exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this order if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this order. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this order exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007) By signing and returning its solicitation response, Seller is [executing the certification included in](#) this clause. The certification required by this clause applies only if this order exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this Order exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to the Buyer) directly to the PCO for the prime contract. The Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

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52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008). This clause applies in solicitations and contracts if the value of the contract is expected to exceed \$5,000,000 and the performance period is 120 days or more.

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

52.204-4 Printed or Copied Double-Sided on Recycle Paper (AUG 2000)

52.204-7 Central Contractor Registration (APR 2006)

52.204-9 Personal Identity Verification of Contractor Personnel.(JAN 2006) This clause applies when required to have access to Federally-controlled facility or Federally-controlled Information System.

52.208-8 Helium Requirement Forecast and Required Sources of Supply for Helium (APR 2002). This clause only applies if helium is required.

52.204-7 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)

52.211-5 New Material (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this order.

52.214-26 Audit and Records - Sealed Bidding (OCT 1997). This Clause applies to this order if it is expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data..

52.214--27 Price Reduction for Defective Cost or Pricing Data - Modifications -- Sealed Bidding (OCT 1997).

52.214-28 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (OCT 1997).

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

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this order exceeds \$650,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this order" after "price or cost." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this order exceeds \$650,000 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

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52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this order exceeds \$650,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Pratt & Whitney Rocketyne or any of its wholly owned subsidiaries."

52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997). This clause applies only if this order exceeds \$650,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "Pratt & Whitney Rocketyne or any of its wholly owned subsidiaries".

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2004). This Clause applies to this order if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 2005). This Clause applies to this order if it meets the requirements of FAR 15.408(j).

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

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997). The term "Contracting Officer" shall mean Buyer.

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications Alt II & Alt III (OCT 1997). This clause applies only if this order exceeds the threshold set forth in FAR 15.403-4. Substitute "Buyer for "Contracting Officer" throughout this clause. Insert subparagraph (d) Electronic Media; Microsoft Media and Microsoft Office@.

52.216-8 Fixed Fee (MAR 1997) This Clause is applicable only if this order contains a Fixed Fee. In this clause, "Contracting Officer" shall mean Buyer and delete the last two sentences of this Clause.

52.216-10 Incentive Fee (MAR 1997) This Clause is applicable only if this order contains an Incentive Fee. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause except in subparagraphs (e) (v) and (vi) where "Government" is unchanged. In paragraphs (c) and (iv) and the last two sentences of paragraph (c) is deleted. The amounts in paragraph (e) are set forth on the face of this order or order.

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

52.219-9 Small Business Subcontracting Plan (APR 2008). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this order exceeds \$550,000 and Seller is not a small business concern.

52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999). In this clause, "Contracting Officer" shall mean Buyer. This clause applies only if this order exceeds \$550,000 and Seller is not a small business concern.

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

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52.222-2 Payment for Overtime Premiums (JUL 1990). This Clause applies to cost type orders. Substitute “and Buyer” after “Government” and substitute Buyer for “Contracting Officer”, “Administrative Contracting Officer” or “ACO” everywhere in this Clause. Insert “Zero” in the blank.

52.222-3 Convict Labor (JUN 2003). “Contracting Officer” shall mean Buyer.

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (JUL 2005). This clause applies only if this order exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-11 Subcontracts (Labor Standards) (JUL 2005). Seller shall include this clause in its subcontracts and shall require such subcontractors to flow this clause to all lower tier subcontractors.

The following FAR clauses are incorporated herein by this reference and made a part of this order:

52.222-6 Davis Bacon Act; 52.222-7 Withholding of Funds; 52.222-8 Payrolls and Basic Records; 52.222-9 Apprentices and Trainees; 52.222-10 Subcontracts (Labor Standards); 52.222-12 Contract Termination - Debarment; 52.222-13 Compliance with Davis Bacon and Related Act Regulations; 52.222-14 Disputes Concerning Labor Standards; and 52.222-15 Certification of Eligibility.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this order exceeds \$10,000.

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

52.222-26 Equal Opportunity (APR 2002) (only subparagraph (b)(1) through (11) applies)

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

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

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

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

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004). This clause applies only if this order exceeds \$100,000.

52.222-41 Service Contract Act of 1965, As Amended (NOV 2007). This clause only applies to orders which are subject to this act.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) Alt I (JUL 1995). This clause applies only if Seller delivers hazardous material under this order. Seller with its offer must complete table in subparagraph (b) or enter “NONE”. Substitute “Buyer” for “Contracting Officer” and substitute “and Buyer” after “Government” throughout this clause except insert “or Buyer” after Government in subparagraph (f).

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52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003) Alt I (AUG 2003) ALT II (AUG 2003) This clause applies if the work is to be performed on a Federal Facility then communication between the Seller and the Federal Facility will be through the Buyer.

52.223-6 Drug-Free Workplace (MAY 2001).

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this order involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this order, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-11 Ozone Depleting Substances (MAR 2001).

52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (AUG 2003). This clause applies only if this order is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.224-2 Privacy Act (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

52.225-1 Buy American Act — Balance of Payments - Supplies (FEB 2009). This clause does not apply if this order is placed under a Department of Defense contract.

52.225-8 Duty-free Entry (FEB 2000). This clause applies only if this order identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(4) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-9 Buy American Act - Construction Materials (FEB 2009).

52.225-13 Restrictions on Certain Foreign Purchases (DEC 2003).

52.227-1 Authorization and Consent (JUL 1995) & Alt I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this order exceeds \$100,000.

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52.227-9 Refund of Royalties (APR 1984). This clause applies only if the amount of royalties reported during negotiation of this order exceeds \$250.

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007). This clause applies only if this order will involve access to classified information.

52.227-11 Patent Rights - Ownership (DEC 2007). This clause only applies if this Order is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-13 Patent Rights – Ownership by the Government (DEC 2007). This clause only applies if this Order is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.227-14 Rights in Data — General (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this order. Rights are only offered to the United States Government.

52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this order involves experimental, developmental, research, or demonstration work and Contractor will be providing data. Substitute Buyer for “Contracting Officer” everywhere in this Clause

52.227-17 Rights in Data - Special Works (DEC 2007).

52.227-18 Rights in Data - Existing Works (DEC 2007). In paragraph (b), "Government" means the Government and the Buyer.

52.227-19 Commercial Computer Software License (DEC 2007).

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 1997). This clause is applicable if Contractor is delivering data. Substitute Buyer for “Contracting Officer” everywhere in this Clause. Substitute Buyer for Government in subparagraph (b)(2) and “Buyer or Government” in subparagraph (d).

52.227-22 Major Systems - Minimum Rights (JUN 1987).

52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984).

52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (APR 1984).

52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this order.

52.228-7 Insurance – Liability to Third Persons - Work on a Government Installation (MAR 1996). Seller shall provide and maintain insurance as set forth in this order.

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990).

52.229-9 Taxes - Cost Reimbursement Contracts with Foreign Governments (MAR 1990).

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52.230-1 Cost Accounting Standards Notices and Certification (OCT 2008). Add "Buyer and the" before "Contracting Officer in this provision. This provision applies if Clause H001, H002 or H004 is included in Buyer's order.

52.230-2 Cost Accounting Standards (OCT 2008). Add "Buyer and the" before "Contracting Officer in this provision. This provision applies if PWR's Clause H001, H002 or H004 is included in Buyer's order.

52.230-6 Administration of Cost Accounting Standards (MAR 2008). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's order.

52.232-17 Interest (JUN 1996). Substitute Buyer for "Government" everywhere in this Clause.

52.232-20 Limitation of Cost (APR 1984) This Clause applies to a Cost Reimbursement type orders when it becomes fully funded. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.232-22 Limitation of Funds (APR 1984) This Clause is applicable if this order is incrementally funded. When the order becomes fully funded FAR 52.232-20 will apply in lieu of this Clause. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994). Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.236-13 Accident Prevention (NOV 1991). The term "Contracting Officer" shall mean Buyer.

52.242-13 Bankruptcy (JUL 1995) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.242-14 Suspension of Work (APR 1984).

52.242-15 Stop Work Order (AUG 1989) with ALT 1 (APR 1984) & Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alt II (APR 1984) Orders related to Sustaining Engineering & Alt V (APR 1984) Orders related to DDT&E and Production. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause. Delete the reference to "Disputes" clause in subparagraph (d). In subparagraph (a) of Alt II, add as subparagraph (7) "Delivery Schedule" and in subparagraph (a) of Alt V, add as subparagraph (4) "Delivery Schedule".

52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause.

52.243-7 Notification of Changes (APR 1984) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause. Insert 20 days after the word "within" in the second sentence of subparagraph (b) of this clause.

52.244-6 Subcontracts for Commercial Items (JUL 2004)

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52.245-9 Use and Charges (AUG 2005). This clause is applicable to Fixed Price type orders under production phase. Rental requests pursuant to subparagraph (d) shall be submitted to the Buyer in lieu of the Contracting Officer. Communication with the Contracting Office or the Administrative Contracting Officer shall be through the Buyer.

52.246-3 Inspection of Supplies - Cost-Reimbursement (MAY 2003) Substitute Buyer for "Government" or "United States", except in paragraphs (b), (c), and (d) where "and Buyer after Government" applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months".

52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984) "and Buyer after Government applies in paragraphs (b) and (c). Substitute Buyer for "Government" or "United States" in paragraphs (d) and (e).

52.246-6 Inspection -Time-and-Material and Labor-Hour (May 2001) ALT1 (APR 1084) Substitute Buyer for "Government" or "United States", except in paragraphs (b), (c), and (d) where "and Buyer after Government" applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"

52.246-7 Inspection of Research and Development - Fixed-Price (AUG 1996). This clause is applicable only to Fixed Price purchase orders/subcontracts for research and development. Substitute "Buyer and the Government" in subparagraphs (a) and (b). Substitute "Buyer or the Government" in subparagraph (c). Substitute "Buyer" for "Government" in subparagraphs (d),(e) and (f). Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" or "ACO" throughout this clause.

52.246-8 Inspection of Research and Development - Cost-Reimbursement (MAR 2001). This clause is applicable only to Fixed Price purchase orders/subcontracts for research and development. Substitute "Buyer" for Government throughout this clause except (1) in subparagraphs (b) and (c) where "Government" means "Buyer and the Government" (2) in subparagraph (d) where "Government" means Buyer or the Government" and (3) in subparagraph (k) where the term "Government" remains unchanged.

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause. 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 Order. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.

52.249-14 EXCUSABLE DELAYS (APR 1984) Substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" in subparagraph (c). In (a)(2) delete "or contractual".

2. SECTION 2 – SPECIAL NFS PROVISIONS FOR NASA

If this order is placed under a National Aeronautics and Space Administration contract, the following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller. Unless otherwise provided, the clauses are those in effect as of the date of this order.

1852.204-76 Security Requirements for Unclassified Information Technology Resources (MAY 2007). This clause applies to all or any part of this order that includes information technology resources or services in which

Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.

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1852.208-81 Restrictions on Printing and Duplicating (NOV 2004). Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

1852.211-70 Packaging, Handling, and Transportation (NOV 2004). Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

1852.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this order offers subcontracting possibilities and if FAR 52.219-9 is incorporated in this contract/order.

1852.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies if FAR 52.219-9 is included in this order.

1852.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business.

1852.223-70 Safety and Health (Apr 2002). This clause applies only if this order exceeds \$1,000,000 or construction, repairs or alteration in excess of \$100,000, or it involve the use of hazardous materials or operations.

1852.223-71 Frequency Authorization (DEC 1988). This clause applies only if this order requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.

1852.223-72 Safety and Health (Short Form) (APR 2002). This clause applies only if this order exceeds \$2,500.

1852.223-73 Safety and Health Plan. (NOV 2004). Alternate 1 (NOV 2004). This clause applies only if this order exceeds \$2,500.

1852.223-74 Drug- and Alcohol-Free Workforce (MAR 1996). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this order is for commercial items.

1852.225-70 Export Licenses (FEB 2000). Alternate 1 (FEB 2000)

1852.227-11 Patents Rights - Retention by the Contract (Short Form). This clause only applies if this Order is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

1852.227-14 Rights in Data - General. This clause applies only if data will be produced, furnished or acquired under this order except orders for basic or applied research with universities or colleges.

1852.227-17 Rights in Data - Special Works.

1852.227-19 Commercial Computer Software Restricted Rights.

1852.227-70 New Technology (MAY 2002). This clause only applies if this Order is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

1852.227-71 Requests for Waiver of Rights to Inventions (APR 1984).

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1852.227-72 Designation of New Technology and Patent Representative (JUL 1997). The new technology representative (if any) will be designated in this order. This is applicable to this order if it includes a "New Technology" clause or a "Patents Rights -- Retention by the Contract (Short Form)" clause.

1852.227-85 Invention Reporting and Rights - Foreign (APR 1986). This clause only applies if this Order is for experimental, developmental, or research work.

1852.227-86 Commercial Computer Software Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

1852.227-87 Transfer of Technical Data under Space Station International Agreement (APR 1989). This clause applies only if Order supports Space Station Freedom Program activities that may involve the transfer of technical data subject to the International Traffic in Arms (ITAR), 22 CFR Parts 120-130, or the Export Administration Regulations (EAR), 15 CFR Parts 730-744 in accordance with NASA Export Control Program Substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause.

1852.228-76 Cross-Waiver of Liability for Space Station Operations (DEC 1994).

1852.231-71 Determination of Compensation Reasonableness (MAR 1994). This clause is applicable if this contract/order is (1) Service Contract/order (2) Cost Reimbursable or non-competitive fixed price in excess of \$500,000.

1852.237-71 Pension Portability (JAN 1997). This clause only applies if the criteria set forth in paragraph (b) of this clause have been met.

1852.237-72 Access to Sensitive Information (JUN 2005) In subparagraph (e) substitute "Buyer" for "Government". Report any breaches in accordance with subparagraph (c)(7) through the Buyer. Communicate with respect to the obligations in the clause through the Buyer.

1852.237-73 Release of Sensitive Information (JUN 2005) Report any breaches in accordance with subparagraph (d)(8) through the Buyer. Communicate with respect to the obligations in the clause through the Buyer

1852.242-71 Travel Outside of the United States (DEC 1988) This clause applies if travel is required outside the United States. Substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

1852.242-72 Observance of Legal Holidays (AUG 1992), Alternate I (SEP 1989). Alternative II (OCT 2002) This clause applies only if this order requires work on a Government installation.

1852.242-73 NASA Contractor Financial Management Reporting (NOV 2004). This clause applies only if this order is a cost-type, price redetermination or FPI order. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.

1852.243-70 Engineering Change Proposal (OCT 2001) Alternate 1 (JUL 1997) Alternate II (SEP 1990)

1852.243-72 Equitable Adjustments (APR 1998). The term "Government" shall mean Buyer.

1852.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this order is for \$100,000 or more.

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1852.245-70 Contractor Requests for Government-Owned Equipment (JUL 1997) [excluding paragraph (b)(3)]. "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.

1852.245-72 Liability for Government Property Furnished for Repair or Other Services (MAR 1989).

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (OCT 2003). Seller will submit annual reports to Buyer no later than October 15.

1852.246-70 Mission Critical Space System Personnel Reliability Program (MAR 1997) This clause is applicable where contractor's employee will hold positions designated as critical in 14 CFR 1214.5

1852.246-73 Human Space Flight Item (MAR 1997).

1852.247-71 Protection of the Florida Manatee (MAR 1989). This clause applies only if this order requires deliveries, vessel operations, dockside work, or disassembly functions that will involve use of waterways inhabited by manatees.

SECTION 3 - PROVISIONS FOR THE PURCHASE OF COMMERCIAL ITEMS

If goods or services being procured under this order are for commercial items and [Clause H203](#) is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (MAY 2004). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this order exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this order exceeds \$10,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004). This clause applies only if this order exceeds \$100,000.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively. This clause only applies if this order is (i) a order or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

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SECTION 4 - COST ACCOUNTING STANDARDS

(1) (Applicable if this order incorporates clause H001).

The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2008

(2) (Applicable if this order incorporates clause H002).

The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated October 2008.

(3) (Applicable if this order incorporates clause H003).

The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated October 2008.

(4) (Applicable if this order incorporates clause H004).

The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated October 2008.

SECTION 5 - THE FOLLOWING PRIME CONTRACT SPECIAL PROVISIONS APPLY TO THIS PURCHASE ORDER

A. FOREIGN MILITARY SALES

The Seller certifies that the price of this Order does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

B. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

C. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

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

D. FOREIGN NATIONALS - FOREIGN SOURCES

(1) For the purposes of this clause,

(A) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;

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

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.

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

(3) Seller acknowledges that equipment and technical data generated or delivered in the performance of this order is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this order or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this order (see 22 CFR Section 125). Seller agrees to notify and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance

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of this order to foreign nationals or their representatives. This notification will include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

E. EXPORT CONTROLLED DATA RESTRICTIONS

(1) For the purpose of this clause,

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

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

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

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

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

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

F. SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS. (JSC52.204-91) (JAN 2006)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor or subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national,

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representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document. The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

G. SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this provision:

i) The term "Russian entities" includes the following:

- (1) The Russian Federal Space Agency (Roscosmos),
- (2) Any organization or entity under the jurisdiction or control of Roscosmos, or
- (3) Any other organization, entity, or element of the Government of the Russian Federation.

ii) The term "Organization or entity under the jurisdiction or control of Roscosmos" means an organization or entity that:

- (1) Was made part of the Russian Federal Space Agency upon its establishment on February 25, 1992;
- (2) Was transferred to the Russian Federal Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;
- (3) Was or is transferred to the Russian Aviation and Space Agency or Russian Federal Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000; or
- (4) Is a joint stock company in which the Russian Aviation and Space Agency or Russian Federal Space Agency has at any time held controlling interest.

iii) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to January 1, 2012, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the Iran and Syria Nonproliferation Act (the Iran Nonproliferation Act as amended by the Iran Nonproliferation Amendments Act of 2005) to allow extraordinary payments - prior to January 1, 2012 to Russian entities in connection with the International Space Station.

NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. contractors.

(c) (i) The Contractor shall not subcontract with Russian entities without first receiving written approval from the Contracting Officer. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the Contracting Officer with

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the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraphs (a):

- (1) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.
- (2) The contractor shall provide certification that the subcontracting entity is not on any of the denied parties, specially designated nationals and entities of concern lists found at:
<http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html>

Denied Parties, Specially Designated Nationals and Entities of Concern

BIS's Listing of Entities of Concern u_D

BIS's List of Denied Parties

Debarred Parties Listing

OFAC's List of Specially Designated Nationals (*Adobe PDF format*)

List of Unverified Persons in Foreign Countries

- (ii) Unless relief is granted by the Contracting Officer through the Buyer, the information necessary to obtain approval to subcontract shall be provided to the Contracting Officer through the Buyer 30 business days prior to executing any planned subcontract with entities defined in paragraph (a).
- (d) After receiving approval to subcontract, the contractor shall provide the Contracting Officer (with a copy to the Buyer) with a report every six-months which documents the individual extraordinary payments made to an entity in paragraph a. The reports are due on July 15th and January 15th. The July 15th report should document all of the individual extraordinary payments made from the previous January through June. The January 15th report should document all of the individual extraordinary payments made from the previous July through December. The content of the report shall provide the following information for each time an extraordinary payment is made to an entity in paragraph a:
- (i) The name of the entity
 - (ii) The subcontract number
 - (iii) The amount of the payment
 - (iv) The date of the payment
- (e) The Contracting Officer may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Contractor to terminate for the convenience of the government any subcontract at any tier with an entity described - in paragraphs (a), subject to an equitable adjustment.
- (f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after January 1, 2012 the contractor shall be responsible to make payments to entities defined in paragraphs (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 31, 2011.
- (g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the Contracting Officer to enter into any tier subcontract that involves entities defined in paragraph (a).

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H. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with all applicable center policies and procedures. The Contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures.

The Contractor shall promptly take corrective action upon receipt of notice from the Contracting Officer of noncompliance with any applicable center policy or procedure.

I. SPACE FLIGHT MOTIVATION AWARENESS PROGRAM

The Contractor shall establish a program for Space Flight Awareness (SFA). The Program's goals and objectives are to:

- Ensure every employee involved in human space flight is aware of the importance of their role in promoting safety, quality and mission success.
- Participation in NASA-Industry Space Flight Awareness Program.
- Increase awareness of the Human Space Flight Program accomplishments, milestones and objectives with a focus on safety and mission success.
- Conduct events and products that motivate and recognize the workforce, and enhance employee morale.
- Function as an internal communications team to disseminate key educational, program/management safety, quality, and mission success messages and themes.

J. SMALL BUSINESS SUBCONTRACTING GOALS

In meeting the intent of Small/Disadvantaged business participation under this contract, the Contractor agrees to flow down to all first-tier large business subcontractors, as percentages (with corresponding dollar amounts) of their total contract value the same socioeconomic goals agreed to under the prime Contractor subcontracting plan. The Contractor agrees to flow down the goals to other tier large business subcontractors. They are as follows:

(a) For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern", "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

(b) The subcontracting goal established for this contract is 11.5 percent, including options. The small business percentage goal, (11.5 percent), includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns	4.9 percent
Woman-Owned Small Business Concerns	2.5 percent
HubZone Small Business Concerns	.7 percent
Veteran-Owned Small Business Concerns	.7 percent
Service-Disabled Veteran-Owned Small Business Concerns	.7 percent
HBCU's (includes other minority institutions)	.3 percent

K. SUBCONTRACTOR SMALL BUSINESS REPORTING

Contractor shall require first-tier large business subcontractors to report lower-tier Small Business Concern subcontracting dollars on a semi-annual basis. This reporting is conducted through the Electronic Subcontracting Reporting Systems (eSRS) located at <http://www.esrs.gov>.

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L. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

AT/Technology Transfer & Commercialization Office
AL/Patent Representative
NASA Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

M. PATENT RIGHTS

This contract includes the New Technology Clause 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission communicated through the Buyer is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive through the Buyer its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify through the Buyer to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is "not obtained prior to incorporating its background inventions into Contractor work. This clause or a clause substantially the same shall be included in all subcontracts at any tier.

N. APPLICATION OF U.S. SPACE TRANSPORTATION POLICY

All effort under this contract shall be consistent with the National Security Presidential Directive/NSPD-40 (U.S. Space Transportation Policy.)

O. DATA DELIVERABLE MARKING REQUIREMENTS FOR EXPORT CONTROL

(a) The contractor shall perform an export control assessment for all data deliverable items

(b) If a product is determined to contain information controlled by the International Traffic in Arms Regulations, the following statement shall be included on the product cover page.

“International Traffic In Arms Regulations (ITAR) Notice

This document contains information on paragraphs [list specific pages subject to ITAR control] fails under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control

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official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

(c) If a product is determined to contain information controlled by the Export Administration Regulations and which requires a license or exception prior to export, the following statement shall be included on the product cover page:

“Export Administration Regulations (EAR) Notice

This document contains information on [list specific pages subject to the EAR] within the purview of the Export Administration Regulations (EAR), 15 CFR 730-744, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the Bureau of Industry and Security (BIS), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.”

d) If a product has been determined to be suitable for public release, it shall be so labeled.