

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

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

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

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

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

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

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

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

**52.222-26 Equal Opportunity** (Mar 2007).

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

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

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

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

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

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

**2. NRO.** The following contract clauses are incorporated by reference from the NRO Acquisition Manual and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

**N52.203-003 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DFARS 252.203-7001)**. (Aug 2004). This clause applies only if this contract exceeds \$100,000 and is not for commercial items or components.

**N52.204-003 Special Notification and Approval Requirements** (Jun 2003).

**N52.219-001 Utilization of Small Business and Small Disadvantaged Business Concerns** (Oct 2003).

**N52.223-001 Hazardous Warning Labels** (Jan 2004). (DFARS 252.223-7001). This clause applies only if Seller delivers hazardous material under this contract.

**N52.223-002 Safety Precautions for Ammunition and Explosives (DFARS 252.223-7002)** (Jan 2004). This clause applies only if this contract involves ammunition or explosives.

**N52.223-003 Change in Place of Performance - Ammunition and Explosives (DFARS 252.223-7003)** (Jan 2004). This clause applies only if N52.223-002 applies.

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

**A. EXPORT CONTROLLED DATA RESTRICTIONS**

(1) For the purpose of this clause,

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

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

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

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

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

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

**B. N52.209-003**

Organizational Conflict of Interest (AUG 2006)

**C. N52.211-001**

Use of the Metric System of Measurement (APR 2004)

**D. N52.227-002**

Rights in Technical Data & Computer Software - Noncommercial Items (JAN 2006)

**E. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

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