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Note: This document applies to Kratos RT Logic, Inc.

NASA FAR Government Contract Provisions

Version 1.1
02 January 2020

INCORPORATION OF FAR CLAUSES

The following terms and conditions apply for purchase orders, subcontracts, or other applicable agreements issued in support of a US Government NASA prime contractor subcontract, in addition to the Kratos RT Logic, Inc. ("Kratos") Terms and Conditions, Standard and Kratos' FAR Contract Provisions:

The NASA FAR Supplement (hereinafter "NASA FAR") clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. Seller agrees to flow down all applicable NASA FAR clauses to its lowest tier suppliers/subcontractors. For the acquisition of commercial items under Orders placed in support of, and charged to, a U.S. Government prime contract or subcontract, the only NASA FAR clauses that are required by FAR 52.266-6 are those annotated with * after the NASA FAR clause number. For the definition of a commercial item see FAR 2.101.

In the Event of a conflict between these NASA FAR provisions and Kratos' Terms and Conditions, Standard, Kratos' NASA FAR Government Provisions the NASA FAR provisions shall prevail.

If any NASA FAR clauses do not apply to a specific Order, such clauses are considered to be self-deleting.

DEBARMENT OR SUSPENSION

Seller represents and warrants that it is not currently debarred, suspended, or proposed for debarment or suspension by any federal or state agency.

AMENDMENTS REQUIRED BY THE PRIME CONTRACT

Seller agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions of amendments to such Prime Contract. 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.

PRESERVATION OF THE US GOVERNMENT'S RIGHTS

If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the US Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other US Government prime contracts.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In situations in which Buyer is a prime contractor to the U.S. Government, Buyer may be required to comply with the Federal Funding Accountability and Transparency Act (FFATA) as required in FAR 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards. In such situations, Seller shall provide the executive compensation information requested and required by the Buyer to comply with FAR 52.204-10.

Seller acknowledges that Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires all reported information be made public by the Government.

NASA FEDERAL ACQUISITION REGULATIONS (NASA FARS)

1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2011)
1852.203-71	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)
1852.204-75	SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)
1852.204-76	SECURITY REQUIREMENT FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) (Note 5 applies. In paragraph (f), NASA means "Kratos and NASA.")
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) (Note 2 applies.)
1852.211-70	PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) (Note 2 applies.)
1852.219-75	INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)
1852.223-70	SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015) (Applies if the contract exceeds $150,000 and if the work will be conducted completely or partly on premises owned or controlled by the Government. Note 6 applies.)
1852.223-71	FREQUENCY AUTHORIZATION (APR 2015) (Applies 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) (JUL 2015)
1852.223-74	DRUG AND ALCOHOL FREE WORKFORCE (NOV 2015) (Applies if Work is performed by an employee in a sensitive position as defined in the clause.)
1852.225-70	EXPORT LICENSES (FEB 2000)
1852.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (APR 2015) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER 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 Kratos Procurement Representative identified on the face of this Contract.)

1852.227-14	RIGHTS IN DATA - GENERAL (APR 2015) (Modifies FAR 52.227-14. Notes 5 applies.)
1852.227-17	RIGHTS IN DATA – SPECIAL WORKS (APR 2015) (Modifies FAR 52.227-17.)
1852.227-70	NEW TECHNOLOGY (APR 2015) (Applies if this Contract is for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization. Note 5 applies.)
1852.227-71	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015) (Applies whenever NASA FARS 1852.227-70 applies to this Contract. SELLER's petitions to the Contracting Officer will be made through KRATOS.)
1852.227-72	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015) (Applies if this Contract contains either of the clauses at FAR 52.227-11 or 18-52.227-70. The respective representatives referenced in the clause are identified in the Schedule. Note 2 applies.)
1852.227-86	COMMERCIAL COMPUTER SOFTWARE - LICENSE (APR 2015) (Applies for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 6 applies.)
1852.227-88	GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)
1852.228-70	AIRCRAFT GROUND AND FLIGHT RISKS (OCT 1996)
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012) (Applies if the Work is performed in support of “Protected Space Operations” as that term is defined in the clause.)
1852.228-78	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012) Applies if the Work is performed in support of “Protected Space Operations” as that term is defined in the clause.)
1852.231-71	DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994) (Applies if this Contract is a (1) service contract, and (2) cost reimbursable or non-competitive fixed price in excess of $500,000.)
1852.235-73	FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006)
1852.237-70	EMERGENCY EVALUATION PROCEDURES (DEC 1988)
1852.237-71	PENSION PORTABILITY (JAN 1997) (Applies if this Contract is for services and meets the conditions of paragraph (b) of the clause.)
1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)
1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (Applies if this Contract requires travel to locations outside of the United States that will be charged direct to the Contract. Substitute “45” days” for “30 days” in the clause. Note 2 applies.)

1852.242-72	DENIED ACCESS TO NASA FACILITIES (OCT 2015) (Applies if Work will be performed at a NASA installation.)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004) (Note 2 applies.)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985) (Applies if this Contract exceeds $100,000).
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (AUG 2015) (Note 2 applies.)
1852.245-71	INSTALLATION ACCOUNTABLE GOVERNMENT PROPEPRTY ALT 1 (JAN 2011)
1852.245-72	LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (JAN 2011) (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 (JAN 2011) (Applies if SELLER will possess NASA property during the performance of the Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to KRATOS no later than October 10. Notes 2 and 4 apply to paragraph (c).)
1852.245-74	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) (Note 5 applies.)
1852.245-75	PROPERTY MANAGEMENT CHANGES (JAN 2011)
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)
1852.246-70	MISSION CRITICAL SPACE SYSTEMS
1852.246-73	HUMAN SPACE FLIGHT ITEM (MAR 1997) (Applies if this Contract is for human space flight hardware or flight related equipment.)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (JUL 2015) (Applies if SELLER is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause.)