



COST REIMBURSEMENT NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT

A. INCORPORATION OF NASA FAR SUPP CLAUSES

The National Aeronautics and Space Administration (NASA) FAR Supplement (NASA FAR Supp) 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. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

1. "Administrator" means the Administrator or Deputy Administrator of NASA; and the term "his duly authorized representative" means any person or persons or board "other than the Contracting Officer" authorized to act for the Administrator.
2. "Commercial Item" means a commercial item as defined in FAR 2.101.
3. "Contract" means this contract.
4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
5. "Contractor" or "Offeror" means the SELLER, as defined in CORPDOC 4, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
6. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
7. "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government", as appropriate, throughout this clause.
4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. Insert “and LOCKHEED MARTIN” after “Contracting Officer” throughout the clause.
7. Insert “or LOCKHEED MARTIN Procurement Representative” after “Contracting Officer” throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated 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.

E. PRESERVATION OF THE GOVERNMENT’S RIGHTS

If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, 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 U. S. Government prime contracts.

F. NASA FAR SUPPLEMENT FLOWDOWN CLAUSES

REFERENCE TITLE

1. The following NASA FAR Supp clauses apply to this Contract:

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| (a) | 18-52.208-81 | RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) (Note 2 applies.) |
| (b) | 18-52.211-70 | PACKAGING, HANDLING, AND TRANSPORTATION (NOV 2004) (Note 2 applies.) |
| (c) | 18-52.219-74 | USE OF RURAL AREA SMALL BUSINESSES (SEP 1990) |
| (d) | 18-52.219-76 | NASA 8 PERCENT GOAL (JUL 1997) |
| (e) | 18-52.225-70 | EXPORT LICENSES (FEB 2000) |
| (f) | 18-52.227-14 | RIGHTS IN DATA - GENERAL (undated) (Modifies FAR 52.227-14, RIGHTS IN DATA – GENERAL; Note 5 applies.) |
| (g) | 18-52.242-73 | NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004) (Note 2 applies.) |

2. The following NASA FAR Supp clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

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| (a) | 18-52.244-70 | GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985) |
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3. The following NASA FAR Supp clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

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| (a) | 18-52.219-75
52.219- | SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999) (Applicable if FAR 9 applies to this Contract.) |
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4. The following NASA FAR Supp clauses apply to this Contract as indicated:

- (a) 18-52.223-70 SAFETY AND HEALTH (APR 2002) (Applicable when any of the conditions in NASA FAR Supp 1823.7001 (a) exist. Note 2 applies to paragraphs (d), (e), (f) and (h); notes 3 and 6 apply to paragraph (i). Note 4 applies to paragraphs (c) and (g)(1).)
- (b) 18-52.223-71 FREQUENCY AUTHORIZATION (DEC 1988) (Applicable if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.)
- (c) 18-52.223-74 DRUG AND ALCOHOL FREE WORKFORCE (MAR 1996) (Applicable if Work is performed by an employee in a sensitive position as defined in the clause.)
- (d) 18-52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (undated) (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 LOCKHEED MARTIN Procurement Representative identified on the face of this Contract.)
- (e) 18-52.227-70 NEW TECHNOLOGY (MAY 2002) (Applicable 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 2 applies to (g)(1) the first time "Contracting Officer" appears, (g)(4) and (h). Note 4 applies to (g)(4).)
- (f) 18-52.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984) (Applicable if 18-52.227-70 applies. Note 2 applies.)
- (g) 18-52.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997) (Applicable 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.)
- (h) 18-52.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987) (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 6 applies.)
- (i) 18-52.227-87 TRANSFER OF TECHNICAL DATA UNDER SPACE STATION INTERNATIONAL AGREEMENT (APR 1989) (Applicable if this Contract supports Space Station Freedom Program activities that may involve transfer of technical data subject to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130, or the Export Administration Regulations (EAR), 15 CFR Parts 730-774, in accordance with the NASA Export Control Program. Note 2 applies.)
- (j) 18-52.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993) (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.)
- (k) 18-52.228-76 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994) (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.)
- (l) 18-52.228-78 CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES (SEP 1993) (Applicable only if the Work is performed in support of agreements described in NASA FAR Supp 18-28.371(a), involving ELV launch services.)
- (m) 18-52.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994) (Applicable if Contract is a (1) service contract; and (2) cost reimbursable or non-competitive fixed price in excess of \$500,000.)

- (n) 18-52.237-71 PENSION PORTABILITY (JAN 1997) (Applicable if this Contract is for services and meets the conditions of paragraph (b) of the clause.)
- (o) 18-52.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (Applicable 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.)
- (p) 18-52.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) and (ALT I) (SEP 1989) (Applicable if this Contract is cost reimbursable and Work will be performed at a NASA installation.)
- (q) 18-52.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (MAR 1989) (Note 2 applies; note 3 applies only to the first two times "Government" appears in paragraph (e).)
- (r) 18.52.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCT 2003) (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 LOCKHEED MARTIN no later than October 10. Notes 2 and 4 apply to paragraph (c).)
- (s) 18-52.246-70 MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (MAR 1997) (Applicable where Contractor employees will hold positions designated as critical in accordance with 14 CFR 1214.5.)
- (t) 18-52.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997) (Applicable if this Contract is for human space flight hardware or flight related equipment.)
- (u) 18-52.247-71 PROTECTION OF THE FLORIDA MANATEE (MAR 1989) (Applicable if Contractor is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause.)