



COST REIMBURSEMENT DEPARTMENT OF ENERGY (DOE) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT

A. INCORPORATION OF FAR/DOE/DEAR CLAUSES

The Federal Acquisition Regulation (FAR) and Department of Energy (DOE) Supplement to the FAR, Department of Energy Acquisition Regulation (DEAR) 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. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this contract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
4. "CONTRACTOR" means the SELLER, as defined in CORPDOC 4, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
5. "DOE" means the Department of Energy.
6. "FERC" means the Federal Energy Regulatory Commission.
7. "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
8. "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.
9. "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" as applicable 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" or "Contracting Officer", 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.

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 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. **FAR FLOWDOWN CLAUSES.**

1. **The following FAR clauses apply as indicated:**

REFERENCE TITLE

- (a) 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987) (Applicable if this Contract is for research, development, or demonstration work. Notes 5 and 6 apply.)

G. **DOE FAR SUPPLEMENT FLOWDOWN CLAUSES**

1. **The following DEAR clauses apply to this Contract:**

REFERENCE TITLE

- (a) 952.208-70 PRINTING (APRIL 1984) (Note 2 applies.)

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

REFERENCE TITLE

- (a) 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) (ALT I) (Applicable if this Contract is for advisory and assistance services. In subparagraphs (c)(1), delete "The Department" and substitute in lieu thereof "LOCKHEED MARTIN"; in subparagraph (c)(2), delete "DOE" and substitute in lieu thereof "LOCKHEED MARTIN". The required disclosure shall be provided to the LOCKHEED MARTIN Procurement Representative. Notes 2 and 4 apply.)

3. **The following DEAR clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:**

REFERENCE TITLE

- (a) 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997) (Not applicable for contracts for commercial items.)

4. **The following DEAR clauses apply as indicated:**

REFERENCE TITLE

- (a) 952.204-2 SECURITY (SEP 1997) (Applicable if this Contract involves classified information. Replaces FAR 52.204-2.)
- (b) 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997) (Applicable if this Contract involves classified information.)
- (c) 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (Applicable if this Contract is for unclassified research which may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE Order 1240.2. Notes 1 and 2 apply. In subparagraph (a), substitute "40 days" for "60 days" in the second sentence.)
- (d) 952.204-74 FOREIGN OWNERSHIP, CONTROL OR INFLUENCE OVER CONTRACTOR (APRIL 1984) (Applicable if this Contract requires access to classified information or a significant quantity of special nuclear material as defined in 10 CFR Part 710.)
- (e) 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995) (Applicable if this Contract is for experimental, developmental, or research work to be performed by a small business firm or domestic non-profit organization. Disclosures and reports to the DOE required by the clause shall be through the LOCKHEED MARTIN Procurement Representative. Notes 2 and 5 apply.)
- (f) 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997) (This clause replaces FAR 52.227-12. Applicable if this Contract is for experimental, developmental, or research work. Notes 2 and 5 apply.)
- (g) 952.227-14 RIGHTS IN DATA-GENERAL (This clause supplements FAR 52.227-14.)
- (h) 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994) (This clause replaces FAR 52.227-23.)
- (i) 952.249-70 TERMINATION (APR 1994) (Applicable if this Contract is a cost reimbursement architect-engineer contract.)
- (j) 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996) (Applicable if this Contract involves the risk of public liability, as defined by the Atomic Energy Act and described in subparagraph (d)(2). This clause is not applicable if the CONTRACTOR is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification.)