



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

### A. INCORPORATION OF FAR/NASA FAR SUPP CLAUSES

The Federal Acquisition Regulation (FAR) and 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, during the performance of this Contract. If the date or substance of any of the clauses listed below is different than 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.

### 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. "CONTRACTOR" means the SELLER, as defined in CORPDOC 2, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
4. "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.
5. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract
6. "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

### C. NOTES

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "LOCKHEED MARTIN Purchasing Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" 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. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

### 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. FAR FLOWDOWN CLAUSES REFERENCE TITLE

#### 1. The following FAR clauses apply to this Contract:

- (a) 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987) (See Notes 3, 5, and 6.)
- (b) 52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUN 1987)

### G. NASA FAR SUPPLEMENT FLOWDOWN CLAUSES

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

- (a) 18-52.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993) (See Note 2.)
- (b) 18-52.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- (c) 18-52.227-14 RIGHTS IN DATA - GENERAL (undated) (Modifies FAR 52.227-14, RIGHTS IN DATA - GENERAL; See Notes 5, 6.)
- (d) 18-52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (undated) (Modifies FAR 52.227-19, COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS; See Note 2.)

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

- (a) 18-52.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

#### 3. The following NASA FAR Supp clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

- (a) 18-52.219-73 SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1999) (Not applicable to small business concerns. Applicable if FAR 219-9 applies to this Contract. See Note 2)
- (b) 18-52.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999) Applicable if FAR 52.219-9 applies to this Contract.)

4. **The following clauses apply to this contract only if the stipulation in the relevant parenthetical applies:**

- (a) 18-52.223-70 SAFETY AND HEALTH (MAR 1997) (Applicable if this Contract, (1) amounts to \$1 Million or more, (2) requires construction, repair or alteration in excess of the simplified acquisition threshold, or (3) regardless of dollar amount, involves the use of hazardous materials or operations. This clause is applicable to all sub-tier contractors that meet the requirements above. See Notes 1 and 2.)
- (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. See Note 2.)
- (c) 18-52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (undated) (Applicable if this Contract is to be performed by a small business or nonprofit organization. See Notes 1, 2, and 5.)
- (d) 18-52.227-70 NEW TECHNOLOGY (NOV 1998) (Applicable if this Contract is to be performed by other than a small business firm or non-profit organization for the performance of experimental, developmental, or research work. See Notes 1, 2 and 5.)
- (e) 18-52.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984) (Applicable if NASA FAR Supp 18-52.227-70 "NEW TECHNOLOGY" is incorporated. See Notes 1, 2, and 5.)
- (f) 18-52.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) (Applicable if this Contract contains either of the clauses at FAR 52.227-11 PATENT RIGHTS - RETENTION BY CONTRACTOR (SHORT FORM) or 18-52.227-70 NEW TECHNOLOGY. The respective representatives referenced in the clause are identified in the Schedule. See Notes 1, 2, and 5.)
- (g) 18-52.227-85 INVENTION REPORTING AND RIGHTS -- FOREIGN (APR 1986) (Applicable if work under this Contract is to be performed outside the United States, its possessions, and Puerto Rico by contractors, including sub-tier contractors, that are not United States domestic firms. See Note 2.)
- (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.)

- (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 730-799 in accordance with the NASA Export Control Program. See Notes 1, 2, 5 and 6.)
- (j) 18-52.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993) (Applicable only if the work under the Contract is \$100,000 or more, and 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 only if the work under this Contract is \$100,000 or more, and is performed in support of "Protected Space Operations" (relating 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 under this Contract is \$100,000 is performed in support of agreements described in NASA FAR Supplement 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; (2) cost reimbursable or non-competitive fixed price >\$500,000; and (3) </>10% of prime contract value. Contract information to be provided to LOCKHEED MARTIN Purchasing Representative.)
- (n) 18-52.237-71 PENSION PORTABILITY (JAN 1997) (Applicable only if (1) this Contract is for services, (2) the NASA Prime Contract under which this Contract is a subcontract is for services, (3) such Prime Contract requires pension portability, (4) the labor dollars (excluding any burdens or fee/profit) exceed \$2.5 Million and 10% of the total Prime Contract labor dollars (excluding any burdens or fee/profit), and (5) the conditions at NASA FAR Supplement 18-37.170 are satisfied.)
- (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 "forty-five (45) days" for "30 days" in the clause.)
- (p) 18-52.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) (ALT 1) (SEP 1989) is applicable if this Contract is Cost Reimbursable and work will be performed at a NASA installation and CONTRACTOR employees need access to the installation during Government holiday. This alternate can be modified for fixed price contracts. Alternate 2 (SEP 1989) is used in Cost Reimbursable Contracts when 1) Alternate 1 is used, 2) work will be performed at a NASA installation, and 3) administrative leave is requested for CONTRACTOR personnel in special circumstances, such as inclement weather or potentially hazardous conditions.)

- (q) 18-52.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (JUL 1997) (Applicable only if CONTRACTOR is specifically notified by LOCKHEED MARTIN pursuant to NASA FAR Supplement 18-42.7201(b). See Note 2.)
- (r) 18-52.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (MAR 1989) (See Note 2; as to subparagraph (e), see Note 3.)
- (s) 18.52.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEP 1996) (Applicable if the Contract includes a Government Property clause. CONTRACTOR shall submit its required reports to LOCKHEED MARTIN, not later than October 10, notwithstanding anything to the contrary in this clause. See Note 5.)
- (t) 18-52.246-70 MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (MAR 1997) (Applicable to Contracts that involve critical positions designated in accordance with 14 CFR 1214.5.)
- (u) 18-52.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997) (Applicable if this Contract is for human space flight hardware or flight related equipment.)
- (v) 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.)