



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

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

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

As used in the FAR and NASA FAR SUPP 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 Corporate Document 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" in FAR 52.227-19

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. FAR FLOWDOWN CLAUSES.

1. The following FAR clauses apply to this Contract:

REFERENCE	TITLE
(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)

F. NASA FAR SUPPLEMENT FLOWDOWN CLAUSES.

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

REFERENCE	TITLE
(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) (Modify FAR 52.227-14, RIGHTS IN DATA - GENERAL (JUN 1987) to add subparagraph (3) to paragraph (d).
(d) 18-52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (undated) (Modify FAR

- (a) 18-52.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 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, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JUL 1997) (Not applicable to small business concerns. Applicable if Contract \geq \$500,000 and contains FAR clause 52.219-9, See Note 2.)
- (b) 18-52.219-75 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (JUL 1997) (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.)

- (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 (MARCH 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.)