



**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, to this Contract. If the date or substance of any of the clauses listed below is different from the date or

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 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)

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 (OCT 2001) (Note 2 applies.)
(b) 18-52.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (JUN 2000) (Note 2 applies.)

(a) 18-52.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999) (Applicable if FAR 52.219-9 applies to this Contract.)

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 (c), (d), (e), (f) and (h). Add “and LOCKHEED MARTIN Procurement Representative” after “Contracting Officer” in paragraph (i). Note 1 applies to paragraph (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). Note 5 applies.)

(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 (JUL 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 contract.)

- (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) (Applicable if 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 this 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.)