



Flowdown Provisions- 2<sup>nd</sup> Generation RLV Risk Reduction Definition Program  
Research and Development  
NAS8-00164

**PRIME CONTRACT REQUIREMENTS**

The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far>

**Clause Number**                      **Title/Applicability**

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN** (OCT 1999) **ALTERNATE II** (JAN 1999) (Applicable if this Contract equals or exceeds \$500,000 and the CONTRACTOR is not a small business; see Note 1 and Note 2, applicable to subparagraph (c ) only; the CONTRACTOR's subcontracting plan is incorporated herein by reference. This clause with Alternate II is in lieu of the basic clause of the same title set forth at FAR 52.219-9.)

52.227-1 **AUTHORIZATION AND CONSENT** (JUL 1995) **ALTERNATE I** (APR 1984) (Applicable if this Contract equals or exceeds \$100,000. In the clause, in paragraph (a)(1) see Note 4, and in paragraph (a)(2)(ii) see Note 2. This clause with Alternate I is in lieu of the basic clause of the same title set forth at FAR 52.227-1.)

52.243-1 **CHANGES-FIXED PRICE** (APR 1987) **ALTERNATE V** (APR 1984) (See Notes 1 and 2; delete reference to the "disputes" clause in subparagraph (e). This clause with Alternate V is in lieu of the basic clause of the same title set forth at FAR 52.243-1.)

**Additional Clauses**

**(1) RIGHTS IN DATA ADVANCED AGREEMENT**

The following constitutes an advanced agreement between the Government, Lockheed Martin and the Contractor regarding the interpretation of FAR 52.227-14, Rights in Data General, Alternate II, incorporated herein by reference:

- (a) In addition to specific deliverables required to be furnished under this Contract, Contractor shall deliver all data used, furnished, or developed under this Contract to the Government, through Lockheed Martin, upon written request.
- (b) Contractor shall separate all data delivered under this Contract such that "unlimited rights data" and "limited rights data" are not intermingled on the same page.

(c) Data items identified in the Contract schedule are the only data items used, furnished, or developed under this Contract that will be provided to the Government, through Lockheed Martin, with limited rights in accordance with FAR 52.227-14, Alternate II. All data items used, furnished, or developed under this Contract, not specifically identified in the Contract schedule, shall be provided to the Government, through Lockheed Martin, with unlimited rights. **NOTE:** "Limited-rights data" and "Restricted computer software" are defined in the Contract clause entitled "Rights in Data-General."

(d) Contractor agrees that the Government may use limited rights data, consistent with FAR 52.227-14, Alternate II, delivered under this Contract for the purpose of establishing performance parameters and requirements for 2<sup>nd</sup> Generation RLV launch system architectures and establishing maximum convergence between commercial, NASA, and DOD requirements. Such parameters and requirements may be disclosed by the Government, provided they do not contain the limited rights methodology and raw data utilized by the Contractor to calculate the parameter or requirement, and that such disclosure is without attribution to a particular company or launch system architecture.

**(2) DATA SUBMITTALS TO NASA**

Contractor shall provide all Limited Rights data separate from data provided to NASA, through Lockheed Martin, without restriction. All reports or submittals shall be in two packages. One package shall contain only unrestricted data. A separate package shall contain all limited rights or restricted data.

**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.



Supplemental Representations and Certifications  
2<sup>nd</sup> Generation Reusable Launch Vehicle Program  
Research and Development  
NAS8-00164

The NASA Research Announcement (NRA) under which this RFP is issued contains provisions requiring Lockheed Martin to obtain certain information from Offeror relative to compliance with certain requirements. **Accordingly, Offeror is required to complete this Representation and Certification form and return it to Lockheed Martin with an original, handwritten, authorized signature prior to award of any Contract.**

**Representation of Limited Rights Data and Restricted Computer Software** (FAR 52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a Contract award results and the Government’s known delivery requirements for data (as defined in FAR 27.401). Any resulting Contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the Contract. Any data delivered under the resulting Contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this Contract. Under the latter clause a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) As an aid in determining the Government’s need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of such data should a Contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]—

- None of the data or software proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and is identified as follows:

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NOTE: “Limited-rights data” and “Restricted computer software” are defined in the Contract clause entitled “Rights in Data-General”.

(End of provision)