

PRIME CONTRACT REQUIREMENTS

The following clauses of the Federal Acquisition Regulation (FAR) and the National Aeronautics and Space Administration (NASA) FAR Supplement 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 citation, to this Contract. The full text of a FAR clause may be accessed electronically at the following address: <http://www.arnet.gov/far>

Clause Number Title/Applicability

1. The following FAR clauses apply to this Contract:

- 52.227-1 **AUTHORIZATION AND CONSENT** (JUL 1995) **ALTERNATE I** (APR 1984) (Applicable if this Contract equals or exceeds \$100,000. 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.)
- 52.227-16 **ADDITIONAL DATA REQUIREMENTS** (JUN 1987) (Applicable if this Contract is for research, development, or demonstration work. See Notes 5 and 6.)
- 52.232-17 **INTEREST** (JUN 1996) (See Note 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.)
- 52.246-9 **INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)** (APR 1984) (The Government also may exercise any of LOCKHEED MARTIN's inspection rights under this clause. See Note 1.)

2. The following NASA FAR Supplement clause applies to this Contract:

- 1852.204-76 **SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES** (JUL 2001) (Applicable if this Contract involves information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. See Note 5. In paragraph (f), NASA means "Lockheed Martin and NASA". The blank in paragraph (c) is completed with "sixty (60) days".)

Additional Clause

HAZARDOUS MATERIAL REPORTING

- (a) If during the performance of this Contract, the CONTRACTOR brings any hazardous materials (hazardous materials as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the Contract) onsite to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The CONTRACTOR shall be responsible for ensuring that all CONTRACTOR/Subcontractor personnel are made aware of and comply with this clause.
- (b) Nothing contained in this clause shall relieve the CONTRACTOR from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials which may be contained in the Contract.

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.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

