



**Contents**

- I. PRIME CONTRACT REQUIREMENTS**
- II. SPECIAL PATENT CLAUSE**

**I. PRIME CONTRACT REQUIREMENTS**

**1. ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING AND INTEGRATION**

- (a) This Contract covers part of the Titan program which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group which will support the DOD program office by performing General Systems Engineering and Integration.
- (b) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review, and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the CONTRACTOR's technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; development of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the CONTRACTOR's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
- (c) Technical Review (TR) is the process of appraising the technical performance of the Contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the Air Force Manager as an independent technical assessment for his/her consideration for modifying the program or redirecting the Contractors' efforts to assure timely and economical accomplishment of program objectives.
- (d) In the performance of this Contract, the CONTRACTOR agrees to cooperate with The Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analysis; test data and results; equipment and process specifications; test and test equipment specifications and procedures; parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data; all in their original form or reproduced form and excluding financial data; by delivering data as specified in the Subcontract Data Requirements List (SDRL); by discussing technical matters relating to this program; by providing access to CONTRACTOR facilities utilized in the performance of this Contract; and by allowing observation of technical activities by appropriate Aerospace technical personnel. The Aerospace personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this Contract.
- (e) The CONTRACTOR further agrees to include in each lower tier subcontract a clause requiring compliance by each such subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the CONTRACTOR. This agreement does not relieve the CONTRACTOR of its responsibility to manage the lower tier subcontracts effectively and efficiently nor is it intended to establish privity of contract between LOCKHEED MARTIN, the Government or the Aerospace Corporation and such lower tier subcontractors.

(f) The Aerospace Corporation personnel are not authorized to direct the CONTRACTOR in any manner. The CONTRACTOR agrees to accept technical direction as follows:

- (1) Technical direction under this Contract will be given to the CONTRACTOR solely by LOCKHEED MARTIN.
- (2) Whenever it becomes necessary to modify the Contract and redirect the effort, a Modification signed by the LOCKHEED MARTIN Contract Administrator will be issued.

**2. ASSOCIATE CONTRACTOR RELATIONSHIPS**

Work under this Contract may involve access to proprietary or confidential data of other entities. To the extent that such data are received by the CONTRACTOR from other entities for the performance of this Contract, the CONTRACTOR hereby agrees to, and therefore shall, protect such data as it would its own proprietary data. In the discharge of that protection, the CONTRACTOR shall enter into appropriate agreements with such other entities to protect such data and shall promptly, upon execution of any such agreement, provide a copy to the LOCKHEED MARTIN Contract Administrator. In addition, the CONTRACTOR hereby agrees not to utilize such data except in conformity with the terms and conditions of such agreement. The restriction contained herein, however, shall not apply to proprietary data furnished voluntarily by entities without limitations as to use, or data which falls into the public domain, or is independently developed by the CONTRACTOR.

**II. SPECIAL PATENT CLAUSE**

The following clause of the Federal Acquisition Regulation (FAR) is incorporated herein by reference, with the same force and effect as if it were given in full text and is applicable during the performance of this Contract.

<u>Clause Number</u>	<u>Title/Applicability</u>
52.227-1	<b>AUTHORIZATION AND CONSENT (JUL 1995) ALTERNATE 1 (APR 1984)</b> (Applicable if this Contract exceeds \$100,000. Alternate 1 is applicable only to experimental or research and development work under this Contract and is in lieu of the basic clause of the same title set forth at FAR 52.227-1.)