

SECTION 5

NASA FAR SUPPLEMENT AND FAR CLAUSES APPLICABLE ONLY TO NASA SUBCONTRACTS

Clauses incorporated by reference: If this subcontract is awarded pursuant to a NASA prime contract the following clauses are incorporated by reference as if fully set forth herein. Unless otherwise indicated, either below or in the Subcontract, the clause incorporated herein is the clause in effect on the date of this subcontract. Clauses which are no longer contained in the FAR or NASA FAR Supplement, but are listed below, shall still be effective for this subcontract if they are contained in the prime contract between LMMS and the Government.

Clause Number	FAR/NFS Citation	Clause Title	Notes
5-1	52.225-9	Buy American Act -- Trade Agreements -- Balance of Payments Program	The definitions of Paragraph (b)(1) of Clause 1-1 shall not apply.
5-2	52.227-14	Rights in Data - General	The definitions of Paragraph (b)(1) of Clause 1-1 shall not apply. Lockheed Martin shall have the right to reproduce and use for the performance of its Prime Contract any data and/or restricted computer software delivered by Subcontractor under this Subcontract.
5-3	52.227-16	Additional Data Requirements	
5-4	52.227-19	Commercial Computer Software - Restricted Rights	The definitions of Paragraph (b)(1) of Clause 1-1 shall not apply. Lockheed Martin shall have the right to reproduce and use for the performance of its Lockheed Martin Contract any data and/or restricted computer software delivered by Subcontractor under this Subcontract.
5-5	52.227-21	Technical Data Certification, Revision, and Withholding of Payment -- Major Systems	
5-6	18-52.204-70	Report on NASA Subcontracts (Removed 10/1/95)	Applicable if this subcontract is valued at more than \$100,000. Paragraph (e) shall not apply. Reports shall be submitted directly to NASA (Code HM), Washington D.C. 20546. The definitions in 1-1(b)(2) through 1-1(b)(5) shall not apply to paragraphs (b) and (c). Note: This clause was removed on 10/1/95 and is not applicable in support of prime contracts issued after that date.

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5-7	18-52.210-75	Packaging and Marking (Alt I if commercial, Alt II if space flight) (Removed effective 9/6/96)	The definition of "Contracting Officer" in paragraph (c) shall not change. Note: This clause was removed on 9/6/96 and is not applicable in support of prime contracts issued after that date.
5-8	18-52.219-74	Use of Rural Area Small Businesses	
5-9	18-52.219-75	Small Business and Small Disadvantaged Business Subcontracting Reporting	Applicable if this subcontract is valued at \$500,000 or more and FAR 52.219-9 applies to this subcontract.
5-10	18-52.223-70	Safety and Health	Applicable if this subcontract is: (1) valued at more than \$1,000,000; or (2) valued in excess of the simplified acquisition threshold if for construction, repairs, or alterations, or (3) any value if hazardous materials are used in operations.
5-11	18-52.223-71	Frequency Authorization Act	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1. Applicable if this subcontract requires the development, production, test or operation of a device for which a radio frequency is required.
5-12	18-52.223-72	Potentially Hazardous Items (Removed 10/29/96)	This clause shall be applicable when potentially hazardous items are identified in the subcontract. This clause was removed on 10/29/96 and is not applicable in support of prime contracts issued after that date.
5-13	18-52.227-11	Patent Rights - Retention By The Subcontractor (Short Form)	Applicable if this subcontract is performed by a small business or nonprofit organization and FAR 52.227-11 is part of the subcontract.
5-14	18-52.227-14	Rights in Data - General	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1. Lockheed Martin shall have the right to reproduce and use for the performance of its Prime Contract any data and/or restricted computer software delivered by Subcontractor under this Subcontract.
5-15	18-52.227-19	Commercial Computer Software-Restricted Rights	This clause is applicable where commercial computer software will be delivered to NASA. References to NASA personnel shall not be changed by the "Definitions" clause of these terms and conditions. Unless otherwise indicated in the subcontract, both sections of this clause are incorporated.

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5-16	18-52.227-70	New Technology	Applicable only if subcontractor is other than a small business or a non-profit organization, for the performance of experimental, developmental, or research work. The definitions of Paragraph (b)(1) of Clause 1-1 shall not apply.
5-17	18-52.227-71	Request for Waiver of Rights to Inventions (Fixed Price only)	
5-18	18-52.227-72	Designation of New Technology Representative and Patent Representative	The term "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
5-19	18-52.227-86	Commercial Computer Software - Licensing	This clause is applicable where commercial computer software will be delivered to NASA. References to NASA personnel shall not be changed by the "Definitions" clause of these terms and conditions.
5-20	18-52.227-87	Transfer of Technical Data Under Space Station International Agreements	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
5-21	18-52.228-72	Cross-Waiver of Liability For Space Shuttle Services	Applicable only if this subcontract is placed in support of Protected Space operations as defined in 18-52.228-72(b) (5). The definitions of NASA and Government shall not change.
5-22	18-52.228-76	Cross Waiver of Liability For Space Station Activities	Applicable only if this subcontract is placed in support of protected space operations as defined in NFS 18-52.228-76(b)(5). The definitions of Paragraph (b)(1) of Clause 1-1 shall not apply.
5-23	18-52.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches	Applicable if this subcontract is \$100,000 or more and the work is performed in support of agreements described in NASA FAR Supplement 18-28.371(a), involving ELV launch services.
5-24	18-52.231-71	Determination of Compensation Reasonableness	Applicable if subcontract is a (1) service subcontract; (2) cost reimbursable or noncompetitive fixed price > \$500,000; and (3) ≥ 10% of prime contract value.
5-25	18-52.242-71	Travel Outside of the United States	Applicable if this subcontract requires travel to locations outside of the United States that will be charged direct to the Subcontract. Substitute "forty-five (45) days" for "30 days" in the clause.

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5-26	18-52.242-72	Observance of Legal Holidays (and Alt I)	This clause is applicable only where work is to be performed on a NASA facility.
5-27	18-52.244-70	Geographic Participation in the Aerospace Program	Applicable if this subcontract is expected to exceed \$100,000.
5-28	18-52.245-70	Contractor Requests for Government-Owned Equipment	"Government" shall mean "Government or Lockheed Martin".
5-29	18-52.245-73	Financial Reporting of NASA Property in the Custody of Contractors	In accordance with the requirements of NFS 18-52.245-73, the Subcontractor shall prepare and submit annually a NASA Form 1018 NASA Property in the Custody of Contractors. This form will be completed in accordance with NFS 18-45.505-14, except the reporting of space hardware shall be required only upon the written direction of Lockheed Martin identifying the specific project items to be reported. The annual reporting period shall be from October 1st of each year to September 30th of the following year. The report shall be mailed in time to be received by the cognizant Lockheed Martin Subcontract Administrator by October 10th.
5-30	18-52.247.71	Protection of the Florida Manatee	This clause shall be applicable when this subcontract or lower-tier subcontracts require vessel operations, dockside work, and selected disassembly functions at the Kennedy Space Center and on the Banana and/or Indian Rivers.
5-31	18-52.252-70	Compliance with NASA FAR Supplement (Removed 9/93)	Note: This clause was removed on 9/93 and is not applicable in support of prime contracts issued after that date.