

SECTION 9

CLAUSES APPLICABLE TO SUBCONTRACTS WITH NONPROFIT OR EDUCATIONAL ORGANIZATIONS

Section 9 clauses are applicable to all study subcontracts with Nonprofit or Educational Organizations unless specifically deleted in the subcontract.

9-1 ALLOWABLE COST, FIXED FEE, AND PAYMENT - COST PRINCIPLES

If this is a cost reimbursable subcontract, in Clause 3-1 Allowable Cost, Fixed Fee, and Payment, substitute FAR Subpart 31.3 for Educational Institutions and FAR Subpart 31.7 for Nonprofit Organizations both in place of FAR Subpart 31.2 in paragraph (a)(1).

9-2 INDEMNIFICATION PROVISIONS DELETED

Any reference in this subcontract requiring that Subcontractor indemnify and hold Lockheed Martin harmless shall have no force or effect, except where such indemnification is incorporated into a FAR/DFARS/NASA clause that is applicable to non-profit/educational institutions, or is a Special Provision incorporated from Lockheed Martin's prime contract requiring flowdown.

9-3 CLAUSES DELETED:

The following clauses are not applicable to this subcontract and are deleted:

A) Section 1:

- 1-3 Indemnification
- 1-5 Insolvency or Bankruptcy
- 1-6 Quality Control System
- 1-7 Source Surveillance
- 1-11 Delivery - Advance Manufacturing or Procurement
- 1-18 Laser Products
- 1-19 Release of Information
- 1-21 Interpretation
- 1-25 Foreign sales
- 1-26 Compliance with OSHA
- 1-27 Security requirements
- 1-29 Responsibilities for Supplies
- 1-31 Government Property

B) Section 2

- 2-6 Required Sources for Jewel Bearing and Related Items
- 2-7 Material Requirements
- 2-8 Other Than New Material, Residual Inventory...Surplus Property
- 2-12 Integrity of Unit Prices
- 2-14 Reversion or Adjustment of Plans...Other Than Pensions
- 2-15 Notification of Ownership Changes
- 2-24 Contract Work Hours and Safety Standards Act
- 2-25 Walsh-Healey Public Contracts Act
- 2-30 Service Contract of 1965
- 2-36 Duty-Free Entry
- 2-37 Restrictions on Certain Foreign Purchases

C) Section 4

- 4-2 Disclosure of information
- 4-17 Duty-Free Entry
- 4-20 Restriction on Acquisition of Forgings
- 4-21 Reporting of Contract Performance Outside the U.S.
- 4-36 Telecommunications Security Equipment, Devices, Techniques, and Services

D) Section 5:

- 5-1 Buy American Act
- 5-16 New Technology
- 5-17 Request for Waiver of Rights to Inventions
- 5-19 Commercial Computer Software - Licensing
- 5-24 Determination of Compensation Reasonableness

9-4 RELEASE OF INFORMATION - NONPROFIT OR EDUCATIONAL ORGANIZATION

Clause 1-19, Release of Information, is deleted and the following shall apply:

Subcontractor shall not, without the prior written consent of Lockheed Martin, disclose any information of any nature whatsoever relative to this subcontract except as may be required to ensure performance or is required by law or as may be required due to Subcontractor's status as an educational/non-profit institution.

9-5 FOREIGN SOURCES/FOREIGN NATIONALS

a) In the event that the subcontractor anticipates utilizing foreign nationals or sources for any work under this subcontract, the subcontractor shall notify Lockheed Martin ten (10) working days before either applying for an export license under International Traffic in Arms Regulation (ITAR), or the Export Administration Regulations, or before solicitation of the foreign sources, whichever shall occur first. This notification shall include detailed description of the data/equipment/material to be exported and a copy of the application for an export license, if such application has been made. This notification to Lockheed Martin shall not be construed as an application for an export license, nor shall it in any way be interpreted to impede the subcontractor's right to apply for an export license. However, if Lockheed Martin disagrees with the application, the subcontractor will be so notified.

b) For purposes of this clause, foreign nationals are all persons not citizens of, or immigrant aliens to, the United States. Nothing in this clause is intended to waive or modify any statutory requirement or any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export control.

c) The subcontractor acknowledges that equipment/technical data/materials generated or delivered in performance of this subcontract may be controlled by the International Traffic in Arms Regulation (ITAR), or by the Export Administration Regulations and may require an export license before assigning any foreign national to perform work under this subcontract or before granting access to foreign nationals to any equipment/technical data/materials generated or delivered in performance of this subcontract. The subcontractor agrees to notify Lockheed Martin ten (10) working days prior to assigning or granting access to a foreign national to any work, equipment, technical data or material generated or delivered in performance of this subcontract. This notification will include the name and country of origin of the foreign national, the specific work, equipment, data or material to which the person will have access, and whether the foreign national is cleared to have access to technical data. Such access shall not be granted to any foreign national unless Lockheed Martin has approved same in writing.

d) The above requirements shall not be construed as an application for an export license nor shall they in any way be interpreted to impede the subcontractor's right to apply for an export license. However, if Lockheed Martin disagrees with the application, the subcontractor will be so notified.

9-6 ADDITIONAL CLAUSES INCORPORATED BY REFERENCE:

Clause Number	Citation	Clause Title	Notes
9-6(a)	FAR 52.215-2 Alt II	Audit & Records -- Negotiation	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
9-6(b)	FAR 52.216-11 Alt. I	Cost Contract - No Fee	
9-6(c)	FAR 52.216-15	Predetermined Indirect Cost Rates	The term "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
9-6(d)	FAR 52.223-3 Alt. I	Hazardous Material Identification and Material Safety Data	
9-6(e)	FAR 52.227-11	Patent Rights - Retention by the Subcontractor (Short Form)	Applicable only if this is a subcontract issued pursuant to a NASA prime contract.
9-6(f)	FAR 52.227-14 Alt IV	Rights in Data	Applicable only if this is a subcontract issued pursuant to a NASA prime contract.
9-6(g)	FAR 52.245-2 Alt. II	Government Property (FP)	
9-6(h)	FAR 52.245-5 Alt. I	Government Property (CR)	
9-6(i)	FAR 52.249-5	Termination	In (d), change "1 year" to "6 months".
9-6(j)	NFS 1852.227-11	Patent Rights - Retention by the Subcontractor (Short Form)	Applicable only if this is a subcontract issued pursuant to a NASA prime contract.