

SECTION 9C

CLAUSES APPLICABLE TO SUBCONTRACTS WITH NONPROFIT OR EDUCATIONAL ORGANIZATIONS  
(For Use with Corpdocs)

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

9-1 INDEMNIFICATION PROVISIONS DELETED

Any reference in this subcontract requiring that Subcontractor indemnify and hold Lockheed Martin harmless shall have no force or effect, except in the clauses titled “Export Control”, “Intellectual Property”, and “Intellectual Property Infringement” in Corpdocs or 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.

9-2 CLAUSES DELETED:

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

A) CORPDOC 3:

- 11. Paragraph (e) only, Furnished Property
- 16. Insurance/Entry on Lockheed Martin Property
- 24. Quality Control System
- 25. Release of Information
- 28. Timely Performance
- Section II
- F.1.(a) FAR 52.211-5, Material Requirements
- F.1.(g) FAR 52.225-13, Restrictions on Certain Foreign Purchases
- F.1.(j) FAR 52.242-13, Bankruptcy
- F.4.(d) FAR 52.215-14, Integrity of Unit Prices
- F.4.(e) FAR 52.222-4, Contract Work Hours & Safety Standards Act – Overtime Compensation
- F.6.(a) FAR 52.204-2, Security Requirements
- F.6.(g) FAR 52.215-18, Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
- F.6.(h) FAR 52.215-19, Notification of Ownership Changes
- F.6.(m) FAR 52.225-5, Trade Agreements      F.6.(n) FAR 52.225-8, Duty Free Entry
- F.6.(z) FAR 52.245-2, Government Property

B) CORPDOC 3A:

- G.1.(b) DFARS 252.225-7010, Duty-Free Entry-Additional Information
- G.3.(a) DFARS 252.225-7026, Reporting of Contract Performance Outside the United States

C) CORPDOC 3B:

- F.4.(e) NFS 1852.227-70, New Technology
- F.4.(f) NFS 1852.227-71, Requests for Waiver of Rights to Inventions
- F.4.(h) NFS 1852.227-86, Commercial Computer Software - Licensing
- F.4.(m) NFS 1852.231-71, Determination of Compensation Reasonableness

D) CORPDOC 4:

- 13. Paragraph (e) only, Furnished Property
- 18. Insurance/Entry on Lockheed Martin Property
- 26. Quality Control System
- 27. Release of Information
- 30. Timely Performance

Section II

- F.1.(a) FAR 52.211-5, Material Requirements
- F.1.(h) FAR 52.225-13, Restrictions on Certain Foreign Purchases
- F.1.(m) FAR 52.242-13, Bankruptcy
- F.4.(d) FAR 52.215-14, Integrity of Unit Prices
- F.4.(e) FAR 52.222-4, Contract Work Hours & Safety Standards Act – Overtime Compensation
- F.6.(a) FAR 52.204-2, Security Requirements
- F.6.(g) FAR 52.215-18, Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
- F.6.(h) FAR 52.215-19, Notification of Ownership Changes
- F.6.(m) FAR 52.225-5, Trade Agreements
- F.6.(n) FAR 52.225-8, Duty Free Entry
- F.6.(z) FAR 52.245-5, Government Property (Cost Reimbursement, Time-And-Material, or Labor-Hour Contracts)

E) CORPDOC 4A:

- F.1.(b) DFARS 252.225-7010, Duty-Free Entry-Additional Information
- F.3.(a) DFARS 252.225-7026, Reporting of Contract Performance Outside the United States

F) CORPDOC 4B:

- F.4.(e) NFS 1852.227-70, New Technology
- F.4.(f) NFS 1852.227-71, Requests for Waiver of Rights to Inventions
- F.4.(h) NFS 1852.227-86, Commercial Computer Software - Licensing
- F.4.(m) NFS 1852.231-71, Determination of Compensation Reasonableness

9-3 RELEASE OF INFORMATION - NONPROFIT OR EDUCATIONAL ORGANIZATION

Clause 25. of CORPDOC 3 and Clause 27. of CORPDOC 4, Release of Information, are 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. Lockheed Martin recognizes that Subcontractor may wish to publish, for example in a lecture or in a scientific journal, certain of the subcontract results and Lockheed Martin agrees that it will not, after being given the opportunity to examine the relevant draft, prevent such publication in accordance with normal academic custom, provided that: a) it may be necessary for such publication to be delayed in order not to prejudice the obtaining or validity of intellectual property rights in any country of the world, and b) such results or information shall not include any information that Lockheed Martin deems proprietary or confidential. Any delay in publication shall not exceed ninety (90) days from the date Lockheed Martin receives a copy of the proposed publication.

9-4 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.

9-5 ADDITIONAL CLAUSES INCORPORATED BY REFERENCE:

Clause

Clause Number	Citation	Clause Title	Notes
9-5(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.
9-5(b)	FAR 52.216-11 Alt. I	Cost Contract - No Fee	
9-5(c)	FAR 52.227-14 Alt IV	Rights in Data	Applicable only if this is a subcontract issued pursuant to a NASA prime contract.
9-5(d)	FAR 52.245-2 Alt. II	Government Property (FP)	
9-5(e)	FAR 52.245-5 Alt. I	Government Property (CR)	
9-5(f)	FAR 52.249-5	Termination	In (d), change "1 year" to "6 months".