



**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
(NASA) FLOWDOWN PROVISIONS**

A. The FAR and National Aeronautics and Space Administration (NASA) Supplement (NASA FAR Supp) clauses referenced below 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 clause citation, during the performance of this Contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

B. This contract is entered into by the Parties in support of a contract between the US Government and LOCKHEED MARTIN CORPORATION (the "Prime Contract").

C. As used in the NASA FAR Supplement clauses referenced below:

"Administrator" means the Administrator or Deputy Administrator of the National Aeronautics and Space Administration; and the term "his duly authorized representative" means any person or persons or board "other than the Contracting Officer" authorized to act for the Administrator.

D. FAR FLOWDOWN CLAUSES.

1. The Federal Acquisition Regulation (FAR) clauses referenced below 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 clause citation, during the performance of this Contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

2. FAR FLOWDOWN CLAUSES

REFERENCE	TITLE
(a) 52.227-14	RIGHTS IN DATA - GENERAL (JUN 1987) (See Footnotes 3, 5, and 6.)
(b) 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987) (See Footnotes 5 and 6.)
(c) 52.227-21	TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS (JUN 1987) (See Footnotes 2, 5, and 6.)

E. NASA FAR SUPPLEMENT FLOWDOWN CLAUSES.

REFERENCE	TITLE
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1. The following NASA FAR Supp clauses apply to this Contract :

(a) 18-52.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993) (See Footnote 2.)
(b) 18-52.212-70	NOTICE OF DELAY (DEC 1988) (See Footnote 2. Substitute "sixty (60) days" for "forty-five (45) days" in the clause.)

(c) 18-52.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
(d) 18-52.227-14	RIGHTS IN DATA - GENERAL (undated) (Modify FAR 52.227-14, RIGHTS IN DATA - GENERAL (JUN 1987) to add subparagraph (3) to paragraph (d) to Contracts for basic or applied research with Universities and Colleges. See Footnotes 2, 5, and 6.)
(e) 18-52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (undated) (Modify FAR 52.227-19, COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUNE 1987) to add subparagraph (e) to the basic FAR clause. See Footnote 2.)
(f) 18-52.245-73	FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (JULY 1994) (CONTRACTOR shall submit its required reports to LOCKHEED MARTIN, not later than October 10, notwithstanding anything to the contrary in this clause. See Footnote 5.)

2. The following NASA FAR Supp clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

(a) 18-52.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985) (Applicable if this contract equals or exceeds \$100,000.)
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3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

(a) 18-52.219-73	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (DEC 1988) (Not applicable to small business concerns. Applicable if Contract \geq \$500,000 and contains FAR clause 52.219-9, See Footnote 2.)
(b) 18-52.219-75	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING (OCT 1995) (Applicable if FAR 52.219-9 applies to this Contract.)

4. The following clauses apply as indicated:

(a) 18-52.210-75	PACKAGING AND MARKING (SEP 1990) (Alternate 1 (SEP 1990) Applicable if this is a contract for commercial items; Alternate 2 (SEP 1990) Applicable if the items to be furnished hereunder are for Space Flight use. See Footnote 2.)
(b) 18-52.223-70	SAFETY AND HEALTH (FEB 1996) (Applicable if this Contract, with its subcontracts of every tier, (1) amounts to \$1 Million or more, (2) requires construction, repair or alteration in excess of the simplified acquisition threshold, or (3) regardless of dollar amount, involves the use of hazardous materials or operations. See Footnotes 1 and 2.)

- (c) 18-52.223-71 FREQUENCY AUTHORIZATION (DEC 1988) (Applicable if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. See Footnote 2.)
- (d) 18-52.223-72 POTENTIALLY HAZARDOUS ITEMS (DEC 1988) (Applicable if this Contract calls for the manufacture or handling of items designated as potentially hazardous by subparagraph (a) of the clause.)
- (e) 18-52.223-74 DRUG - AND ALCOHOL-FREE WORKFORCE (MAR 1996) (Applicable if work is performed by an employee in a sensitive position, except for Contracts for commercial items (see FAR parts 2 and 12).)
- (f) 18-52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (undated) (Applicable if this Contract is to be performed by a small business or nonprofit organization, the clause entitled "PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM)" (JUN 1989), set forth at FAR 52.227-11, shall apply to experimental or R&D work under this Contract, modified as provided at NASA FAR Supp 18-52.227-11, "PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)" (undated).)
- (g) 18-52.227-70 NEW TECHNOLOGY (JULY 1995) (Applicable if this Contract is to be performed by other than a small business firm or non-profit organization for the performance of experimental, developmental, or research work.)
- (h) 18-52.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984) (Applicable if NASA FAR Supp 18-52.227-70 "NEW TECHNOLOGY" is incorporated.)
- (i) 18-52.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APRIL 1984) (The clause entitled "DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 1984)" set forth at NASA FAR Supp 18-52.227-72 shall apply to experimental or R&D work under this Contract. The respective representatives referenced in the clause are identified in the Schedule.)
- (j) 18-52.227-85 INVENTION REPORTING AND RIGHTS -- FOREIGN (APRIL 1986) (Applicable if work under this Contract is to be performed outside the United States, its possessions, and Puerto Rico by contractors, including sub-tier contractors, that are not United States domestic firms. See Footnote 2.)
- (k) 18-52.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987) (Applicable for the purchase of existing computer software. Replaces FAR 52.227-19.)
- (l) 18-52.227-87 TRANSFER OF TECHNICAL DATA UNDER SPACE STATION INTERNATIONAL AGREEMENT (APRIL 1989) (Applicable if this Contract supports Space Station Freedom Program activities that may involve transfer of technical data subject to the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130 (subchapter M) in accordance with the "Space Station Technology, Transfer Control - dated March 21, 1989." (See Footnotes 5 and 6.))
- (m) 18-52.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993) (Applicable only if the work under the Contract is \$100,000 or more, and is performed in support of "Protected Space Operations (applicable to the Space Shuttle) as that term is defined in the clause.)
- (n) 18-52.228-76 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994) (Applicable only if the work under this Contract is \$100,000 or more, and is performed in support of "Protected Space Operations" (relating to the Space Station) as that term is defined in the clause.)
- (o) 18-52.228-78 CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES (SEP 1993) (Applicable only if the work under this Contract is \$100,000 is performed in support of agreements described in NASA FAR Supplement 18-28.371(a), involving ELV launch services.)
- (p) 18-52.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MARCH 1994) (Applicable if Contract is a (1) service contract; (2) cost reimbursable or non-competitive fixed price > \$500,000; and (3) ≥10% of prime contract value. Contract information to be provided to LOCKHEED MARTIN Purchasing Representative.)
- (q) 18-52.232-84 MILESTONE BILLING ARRANGEMENTS - SUBCONTRACTS (DEC 1992) (Applicable if Contract is ≥ \$10 million.)
- (r) 18-52.235-72 PLAN FOR NEW TECHNOLOGY REPORTING (MARCH 1989) (Applicable if this solicitation is for a Contract estimated to cost \$2.5 Million or more if the Contract is also to contain the clause at NASA FAR Supplement 18-52.227-70 "New Technology".)
- (s) 18-52.237-71 PENSION PORTABILITY (NOV 1994) (Applicable only if (1) this Contract is for services, (2) the NASA Prime Contract under which this Contract is a subcontract is for services, (3) such Prime Contract requires pension portability, (4) the labor dollars (excluding any burdens or fee/profit) exceed \$2.5 Million and 10% of the total Prime Contract labor dollars (excluding any burdens or fee/profit), and (5) the conditions at NASA FAR Supplement 18-37.170 are satisfied.)
- (t) 18-52.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (Applicable if this Contract requires travel to locations outside of the United States that will be charged direct to the Contract. Substitute "forty-five (45) days" for "30 days" in the clause. See Footnotes 2 and 7.)
- (u) 18-52.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) (Alternate 1 (SEP 1989) is applicable if this Contract is Cost Reimbursable and work will be performed at a NASA installation and CONTRACTOR employees need access to the installation during Government holiday. This alternate can be modified for fixed price contracts. Alternate 2 (SEP 1989) is used in Cost Reimbursable Contracts when 1) Alternate 1 is used, 2) work will be performed at a NASA installation, and 3) administrative leave is requested for CONTRACTOR personnel in special circumstances, such as inclement weather or potentially hazardous conditions.)
- (v) 18-52.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (APRIL 1994) (Applicable only if CONTRACTOR is specifically notified by LOCKHEED MARTIN pursuant to NASA FAR Supplement 18-42.7201(b). See Footnote 2.)
- (w) 18-52.245-70 ACQUISITION OF CENTRALLY REPORTABLE EQUIPMENT (MAR 1989) (Applicable if this Contract includes a Government Property clause. Substitute forty-five (45) days for thirty (30) days in paragraph (2).)
- (x) 18-52.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (MAR 1989) (See Footnote 2; as to subparagraph (e), see Footnote 3.)

- (y) 18-52.246-73 MANNED SPACE FLIGHT ITEM (OCT 1988)
(Applicable if this Contract is for manned space flight hardware or flight related equipment.)
- (z) 18-52.247-71 PROTECTION OF THE FLORIDA MANATEE (MARCH 1989) (Applicable if CONTRACTOR is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause.)

FOOTNOTES:

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "LOCKHEED MARTIN Purchasing Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" 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.
7. This clause is applicable only if included in the Prime Contract.