



**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FLOWDOWN PROVISIONS FOR
SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME
CONTRACT**

A. INCORPORATION OF NASA FAR SUPP CLAUSES

The National Aeronautics and Space Administration (NASA) FAR 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, to this Contract. If the date or substance of any of the clauses listed below is different from 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. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

1. "Administrator" means the Administrator or Deputy Administrator of NASA; 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.
2. "Commercial Item" means a commercial item as defined in FAR 2.101.
3. "Contract" means this contract.
4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
5. "CONTRACTOR" means the SELLER, as defined in CORPDOC 3, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
6. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
7. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government", or "Contracting Officer", as appropriate, 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.

D.

Contract, an equitable adjustment shall be made pursuant to the Changes clause of this

E. **PRESERVATION OF THE GOVERNMENT'S RIGHTS**

If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, acting on its own behalf, may modify or limit any rights the Government may have to authorize the CONTRACTOR's use of such Furnished Items in support of other U. S. Government prime contracts.

F. **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) (Note 2 applies.)
- (b) 18-52.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (JUN 2000) (Note 3 applies.)
- (c) 18-52.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- (d) 18-52.219-76 NASA 8 PERCENT GOAL (JUL 1997)
- (e) 18-52.225-70 EXPORT LICENSES (FEB 2000)
- (f) 18-52.227-14 RIGHTS IN DATA - GENERAL (undated) (Modifies FAR 52.227-14, RIGHTS IN DATA – GENERAL; Notes 5 applies.)

2. **The following NASA FAR Supp clauses apply to this Contract if th**

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