



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

A. **INCORPORATION OF FAR/NASA FAR SUPP CLAUSES**

The Federal Acquisition Regulation (FAR) and 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

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. **FAR FLOWDOWN CLAUSES**

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

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| (a) 52.227-14 | RIGHTS IN DATA - GENERAL (JUN 1987) |
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G. **NASA FAR SUPPLEMENT FLOWDOWN CLAUSES**

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

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| (a) 18-52.208-81 | RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001) (Note 2 applies.) |
| (b) 18-52.211-70 | PACKAGING, HANDLING, AND TRANSPORTATION (JUN 2000) (Note 2 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. Note 5 applies.) |
| (g) 18-52.227-19 | COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (undated) (Modifies FAR 52.227-19. Note 6 applies.) |
| (h) 18-52.242-73 | NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (JUL 2000) (Note 2 applies.) |

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

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

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| (a) 18-52.219-75 | SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999) (Applicable if FAR 52.219-9 applies to this Contract.) |
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4. **The following NASA FAR Supp clauses apply to this Contract as indicated:**

(j) 18-52.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES