



COST REIMBURSEMENT 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" or "Offeror" means the SELLER, as defined in CORPDOC 4, 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.

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.

REFERENCE TITLE

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

- (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)

- (p) 18-52.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) and (ALT I) (SEP 1989) (Applicable if this Contract is cost reimbursable and Work will be performed at a NASA installation.)
- (q) 18-52.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (MAR 1989) (Note 2 applies; note 3 applies only to the first two times "Government" appears in paragraph (e).)
- (r) 18-52.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (AUG 2001) (Applicable if the Contractor will possess NASA property during the performance of the Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to LOCKHEED MARTIN no later than October 10. Notes 2 and 4 apply to paragraph (c).)
- (s) 18-52.246-70 MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (MAR 1997) (Applicable where Contractor employees will hold positions designated as critical in accordance with 14 CFR 1214.5.)
- (t) 18-52.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997) (Applicable if this Contract is for human space flight hardware or flight related equipment.)
- (u) 18-52.247-71 PROTECTION OF THE FLORIDA MANATEE (MAR 1989) (Applicable if Contractor is involved in vessel operations, docks