



**DEPARTMENT OF ENERGY (DOE) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR
COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT**

A. INCORPORATION OF DOE/DEAR CLAUSES

The Department of Energy (DOE) Supplement to the FAR, the Department of Energy Acquisition Regulation (DEAR), 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 th

3. Insert “and LOCKHEED MARTIN” after “Government”, 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.
6. Insert “and LOCKHEED MARTIN” after “Contracting Officer”, as appropriate throughout the clause.
7. Insert “or LOCKHEED MARTIN Procurement Representative” after “Contracting Officer”, as appropriate throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

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. DOE FAR SUPPLEMENT FLOWDOWN CLAUSES

1. The following DEAR clauses apply to this Contract:

REFERENCE	TITLE
(a) 952.204-73	FACILITY CLEARANCE (MAY 2002)

2. The following DEAR clauses apply as indicated:

REFERENCE	TITLE
(a) 952.204-2	SECURITY (MAY 2002) (Applicable if this Contract involves classified information. Replaces FAR 52.204-2.)
(b) 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997) (Applicable if this Contract involves classified information.)
(c) 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (Applicable if this Contract is for unclassified research which may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE Order 1240.2. Notes 1 and 2 apply. In paragraph (a), substitute “40 days” for “60 days” in the second sentence.)
(d) 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996) (Applicable if this Contract involves the risk of public liability, as defined by the Atomic Energy Act and described in paragraph (d)(2). This clause is