



LOCKHEED MARTIN CORPORATION

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

A. INCORPORATION OF DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES

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 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

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

(b) As used in the DEAR clauses ioferencedJJ/TT11Tf24.4610TD00003Fj/TT41Tf.22160TD..00403Tc(below)j/TT41Tf2.9490TD0Tc0003Fj/TT41Tf

2. Substitute "LOCKHEED MARTIN Procurement 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 SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER 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

DEAR 952.208 70 PRINTING (APRIL 1984) (Note 2 applies.)

DEAR 952.209 72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) and (ALT I) (Applies if this Contract exceeds \$150,000 and is for advisory and assistance services. In paragraphs (c)(l), delete "The Department" and substitute in lieu of "LOCKHEED MARTIN". In paragraph (c)(2), delete "DOE" and substitute in lieu of "LOCKHEED MARTIN". The required disclosure shall be provided to the LOCKHEED MARTIN Procurement Representative. Note 2 applies. Note 3 applies in paragraph (f). Note 4 applies to paragraph (c), (d) and (e).)

DEAR 952.226 74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997) (Applies if this contract exceeds \$500,000.)

DEAR 952.227 11 PATENT RIGHTS RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995) (Applies if this Contract includes, at any tier, experimental, developmental, or research work to be performed by a small business firm or domestic non profit organization. This clause replaces FAR 52.227 11.)

DEAR 952.227 13 PATENT RIGHTS ACQUISITION BY THE GOVERNMENT (SEP 1997) (Applies if the contract is for experimental, developmental, or research work and SELLER is other than a small business firm or domestic nonprofit organization.)

DEAR 952.227 14 RIGHTS IN DATA GENERAL (FEB 1998) (This clause supplements FAR 52.227 14.)

DEAR 952.227 82 RIGHTS TO PROPOSAL DATA (APR 1994) (This clause replaces FAR 52.227 23.)

DEAR 952.250 70 NUCLEAR HAZARDS DATA 006 0 T74 0 TD475 10 TD1005 2 (EF 216 (930 2 (EN) (CE) 0003 11/18/14) TD02250 00