



**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

6.

(a) 18-52.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999) (Applicable if FAR 52.219-9 applies to this Contract.)

4. The following NASA FAR Supp clauses apply to this Contract as indicated:

(a) 18-52.223-70 SAFETY AND HEALTH (APR 2002) (Applicable when any of the conditions in NASA FAR Supp 1823.7001 (a) exist. Note 2 applies to paragraphs (c), (d), (e), (f) and (h). Add “and LOCKHEED MARTIN Procurement Representative” after “Contracting Officer” in paragraph (i). Note 1 applies to paragraph (g)(1).)

(b) 18-52.223-71 FREQUENCY AUTHORIZATION (DEC 1988) (Applicable if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.)

(c) 18-52.223-74 DRUG AND ALCOHOL FREE WORKFORCE (MAR 1996) (Applicable if Work is performed by an employee in a sensitive position as defined in the clause.)

(d) 18-52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (undated) (Applicable if this Contract includes, at any tier, experimental, developmental, or research Work and Contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LOCKHEED MARTIN Procurement Representative identified on the face of this Contract.)

(e) 18-52.227-70 NEW TECHNOLOGY (MAY 2002) (Applicable if this Contract is for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization. Note 2 applies to (g)(1) the first time “Contracting Officer” appears, (g)(4) and (h). Note 4 applies to (g)(4). Note 5 applies.)

(f) 18-52.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984) (Applicable if 18-52.227-70 applies. Note 2 applies.)

(g) 18-52.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) (Applicable if this Contract contains either of the clauses at FAR 52.227-11 or 18-52.227-70. The respective representatives referenced in the clause are identified in the Schedule. Note 2 applies.)

(h) 18-52.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987) (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 6 applies.)

(i) 18-52.227-87 TRANSFER OF TECHNICAL DATA UNDER SPACE STATION INTERNATIONAL AGREEMENT (APR 1989) (Applicable if this Contract supports Space Station Freedom Program activities that may involve transfer of technical data subject to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130, or the Export Administration Regulations (EAR), 15 CFR Parts 730-774, in accordance with the NASA Export Control Program. Note 2 applies.)

(j) 18-52.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993) (Applicable if the Work is performed in support of “Protected Space Operations” (applicable to the Space Shuttle) as that term is defined in the clause.)

(k) 18-52.228-76 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994) (Applicable if the Work is performed in support of “Protected Space Operations” (applicable to the Space Station) as that term is defined in the clause.)

