



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

A. INCORPORATION OF FAR/DOE/DEAR CLAUSES

The Federal Acquisition Regulation (FAR) and Department of Energy (DOE) Supplement to the FAR, 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. 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. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this contract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime energy Regulatory Commission.

means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED
higher-tier contractor who has a contract with the U.S. Government.

any contract placed by the Contractor or lower-tier subcontractors under this Contract.

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1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
 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 the Contractor 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**

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 co

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) 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995) (Applicable if this Contract includes, at any tier, experimental, developmental, or research work to be performed by a small business firm or domestic non-profit organizati