

LOCKHEED MARTIN CORPORATION

CORPDOC 3B

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)
FAR SUPPLEMENT (NASA FARS) FLOWDOWN PROVISIONS
FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON COMMERCIAL ITEMS
UNDER A U.S. GOVERNMENT PRIME CONTRACT**

A. INCORPORATION OF FAR AND NASA FAR SUPPLEMENT CLAUSES

The Federal Acquisition Regulation Supplement (FAR) and NASA FAR Supplement 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 NASA FARS 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" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate 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.
7. "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Contract.

C. NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

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"

(g) NASA FARS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

(h) NASA FARS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

(i) NASA FARS 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004) (Note 2 applies.)

(h) NASA FARs 1852.227-72 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.)

(i) NASA FARs 1852.227-86 COMMERCIAL COMPUTER SOFTWARE