Flowdown Provisions
National Aeronautics and Space Administration (NASA)
Orion Program
Prime Contract No. NNJ06TA25C

Document No. ORION001, Rev. 11
Flowdowns for Contract NNJ06TA25C

A. The following clauses of the Federal Acquisition Regulation (FAR) and NASA FAR Supplements (NFS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: https://www.acquisition.gov/content/regulations.

FAR Clauses

52.203-5, Covenant Against Contingent Fees (Apr 1984) (Applicable for all purchase orders/subcontracts $100,000 or more.)

52.203-7, Anti-Kickback Procedures (Jul 1995)

52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)

52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Applicable for all purchase orders/subcontracts.)

52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2006)

52.204-11, American Recovery and Reinvestment Act – Report Requirements (Mar 2009) (Applicable for all purchase orders/subcontracts. If this Contract exceeds $25,000, Seller shall provide to Lockheed Martin the information described at Paragraph (d)(10)(i), (ix), (x), and (xi) for Lockheed Martin's quarterly report. Seller is advised that the information will be made available to the public as required by section 1512 of the Recovery Act.

52.208-8, Required Sources for Helium and Helium Usage Data (Apr 2002) (Applicable if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b)"Contracting Officer" means "Buyer.")

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)

52.215-2, Audit and Records – Negotiation, Alternate I (Mar 2009) (Alternate I will apply if you have a nonexempt subcontracts under prime contracts using funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009.)

52.215-10, Price Reduction for Defective Certified Cost or Pricing Data (Oct 1997)

52.215-12, Subcontractor Certified Cost or Pricing Data (DEVIATION) (Jul 2018) (The version of the clause in NASA FAR PCD 18-04 applies in lieu of the standard FAR version of the clause. Applicable for new purchase

orders/subcontracts and subsequent changes or modifications to those new purchase orders/subcontracts awarded or issued on or after November 01, 2018. Does not apply to purchase orders/subcontracts awarded or issued prior November 01, 2018 or subsequent changes or modifications to those purchase orders/subcontracts, regardless of the date of the change or modification.)

52.215-14, Integrity of Unit Prices (Oct 1997)

52.215-15, Pension Adjustments and Asset Reversions (Oct 2004)

52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Oct 1997), Alt II (Oct 1997) and Alt III (Oct 1997) (Insert (d) Electronic Media: Microsoft Media: Microsoft Office®. Substitute “Lockheed Martin Procurement Representative” for “Contracting Officer” throughout this clause.)

52.219-8, Utilization of Small Business Concerns (May 2005)

52.219-9, Small Business Subcontracting Plan (Jul 2005)

52.222-3, Convict Labor (Jun 2003) (Applicable for all purchase orders/subcontracts.)

52.222–6, Davis-Bacon Act (Jul 2005) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–7, Withholding of Funds (Feb 1988) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States. "Contracting Officer" means "Lockheed Martin.")

52.222–8, Payrolls and Basic Records (Jun 2010) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–9, Apprentices and Trainees (Jul 2005) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–10, Compliance with Copeland Act Requirements (Feb 1988) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–11, Subcontracts (Labor Standards) (Jul 2005) (Applicable for all purchase orders/ subcontracts for construction within the United States. The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph.")

52.222–12, Contract Termination -- Debarment (Feb 1988) (Applicable for all purchase orders/ subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–13, Compliance with Davis-Bacon and Related Act Regulations (Feb 1988) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–14, Disputes Concerning Labor Standards (Feb 1988) (Applicable for all purchase orders/ subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–15, Certification of Eligibility (Feb 1988) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222–16, Approval of Wage Rates (Feb 1988) (Applicable if you will be performing construction work. "Government" means "Lockheed Martin.")

52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (Applicable if your purchase order/subcontract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $10,000 and is subject to the Walsh-Healey Public Contracts Act.)

52.222.21, Prohibition of Segregated Facilities (Feb 1999)

52.222-26, Equal Opportunity (Apr 2002)

52.222–27, Affirmative Action Compliance Requirements for Construction (Feb 1999) (Applicable for all purchase orders/subcontracts that exceed $10,000 and involve construction work.)

52.222–30, Davis-Bacon Act--Price Adjustment (None or Separately Specified Method) (Dec 2001) (Applicable if your purchase order/subcontract is subject to the Davis Bacon Act and contains provision for Option(s) to extend the term of the purchase order/subcontract. "Contracting Officer" means "Lockheed Martin.")

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.222-36, Affirmative Action for Workers With Disabilities (Jun 1998)

52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (Applicable for all purchase orders/subcontracts that exceed $100,000.)

52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) and Alternate I (Jul 1995) If the basic clause is applicable to you, then Alternate I is also applicable.)

52.223-5, Pollution Prevention and Right to Know Information (Aug 2003), Alternate I (Aug 2003) and Alternate II (Aug 2003) (Applicable if your purchase order/subcontract requires you to perform work on a Federal Facility. Alternate I will also apply if your purchase order/subcontract requires you to (1) operation or maintenance of a Federal facility at which the agency has implemented or plans to implement and EMS; or (2) activities and operations (i) to be performed at a Government-operated Federal facility that has implemented or plans to implement an EMS; and (ii) that the agency has determined are covered within the EMS. Alternate II will also apply if (1) the purchase order/subcontract provides for your activities on a Federal facility; and (2) the agency has determined your activities should be included within the FCA or environmental management system audit.)

52.223-6, Drug Free Workplace (May 2001) (Applicable for all purchase orders/subcontracts.)

52.223-14, Toxic Chemical Release Reporting (Aug 2003) (Applicable if this purchase order/subcontract exceeds $100,000. "Contracting Officer" means "Lockheed Martin". Paragraph (e) is deleted.)

52.223-15, Energy Efficiency in Energy – Consuming Products (Dec 2007) (Applicable if you will be delivering energy consuming products to the Government, acquired by the Contractor for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government; or specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

52.224-1, Privacy Act Notification (Apr 1984) (Applicable if your purchase order/subcontract requires you to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

52.225-5, Trade Agreements (Jan 2005)

52.225-8, Duty-Free Entry (Feb 2000)

52.225-9, Buy American Act -- Construction Materials (Sep 2010) (Applicable if the work contains other than domestic components as defined by this clause. The blank in paragraph (b)(2) is replaced with “none.”)

52.225-11, Buy American Act -- Construction Materials Under Trade Agreements (Nov 2012) (Applicable for all purchase orders/subcontracts where the scope of work includes construction within the United States valued at $7,804,000 or more. The blank in paragraph (b)(3) is replaced with “none.”)

52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005)

52.227-1, Authorization and Consent (Jul 1995) and Alternate I (Apr 1984) (Alternate I also applies to you if your purchase order/subcontract is for research and development.)

52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)

52.227-16, Additional Data Requirements (Jun 1987) (Applicable if you will be delivering technical data. “Contracting Officer” means “Lockheed Martin and the Contracting Officer.”)

52.227-21, Technical Data Declaration Revision, and Withholding of Payment – Major Systems (Jan 1997) (Applicable if your purchase order/subcontract requires delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

52.230-2, Cost Accounting Standards (DEVIATION) (Jul 2018) (The version of the clause in NASA FAR PCD 18-04 applies in lieu of the standard FAR version of the clause.

52.230-6, Administration of Cost Accounting Standards (Nov 1999)

52.232-17, Interest (Jun 1996) (Applicable if your purchase order/subcontract contains any clauses which refers to an Interest clause, “Government” means “Lockheed Martin”)

52.232-32, Performance-Based Payments (Aug 2010) (Applicable where performance-based will be paid to the Seller. "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted.)

52.232-99, Providing Accelerated Payments to Subcontractors (Deviation 2012-O0014) (Aug 2012) (Applicable if Seller is a small business concern. "Government" means "Lockheed Martin" and "small business subcontractors" means "Seller's small business lower tier subcontractors." For the avoidance of doubt the parties understand that the government is not obligated to make accelerated payments to the contractor and the government may discontinue making accelerated payments at any time. The payment terms of this contract are not modified notwithstanding the issuance of any accelerated payments under this clause.)

52.236-5, Material and Workmanship (Apr 1984) (Applicable for all purchase orders/subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

52.236-7, Permits and Responsibilities (Nov 1991) (Applicable to all purchase orders/subcontracts where subcontractors will be required to obtain permits for construction work. "Government" means "Lockheed Martin.")

52.236-13, Accident Prevention (Nov 1991) and Alternate I (Nov 1991) (Applicable for all purchase orders/subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government.")

52.236-19, Organization and Direction of the Work (Apr 1984) (Applicable for all purchase orders/subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

52.242-3, Penalties for Unallowable Costs (May 2001) (Applicable for purchase orders/subcontracts over $ 650,000 except fixed-price contracts without cost incentives or any firm-fixed-price contract for the purchase of commercial items.)

52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984) (Alternate V will apply if your cost reimbursable contract is for research and development.)

52.243-7, Notification of Changes (Apr 1984) (This clause is applicable for purchase orders/subcontracts for research and development or supply contracts for the acquisition of major weapon systems or principal subsystems valued at $1 million or more. Substitute “Lockheed Martin” for “Government” throughout this clause. Substitute “Lockheed Martin Procurement Representative” for “Contracting Officer” and “Administrative Contracting Officer” throughout this clause.)

52.244-2, Subcontracts (Aug 1998) and Alternate I (Mar 2005) (This clause is not applicable to your purchase order subcontract, but is put here to notify you that Lockheed Martin may need to get prior consent from its customer before making an award to you. Insert “all foreign subcontracts, other subcontracts greater than $50 million, and any subcontracts with Limited Data Rights” in paragraph (e) and insert “none” in paragraph (k).)

52.244-6, Subcontracts for Commercial Items (Mar 2009)

52.245-2, Government Property (Fixed Price) (May 2004) (Applicable if Government property may be acquired, furnished or fabricated under your fixed price purchase order/subcontract. This clause replaces FAR 52.245-1 called out in Corpdocs. Except for paragraphs (i) and (j), "Government" means "Lockheed Martin"

except in the phrases "Government property," "Government-furnished property," and in references to title to property. "Contracting Officer" means "Lockheed Martin." The following is added as paragraph (m) "Seller shall provide to Lockheed Martin immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system." Disposition of property under paragraphs (i) and (j) shall be made through Lockheed Martin.)

52.245-5, Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts) (Deviation) (as Modified by NASA PIC 04-12) (May 2004) (Applicable if Government property may be acquired, furnished or fabricated under and your contract is cost reimbursable, time and material or labor hour. This clause replaces FAR 52.245-1 called out in Corpdocs. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause except in the phrases "Government property", "Government-furnished property", and in references to title to property. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. Paragraphs (g)(1), (g)(2), and (g)(3) are deleted and replaced with the following: "Contractor assumes the risk of, and shall be responsible for, any loss or destruction, or damage to, Government property covered by this clause. Contractor shall not be liable for reasonable wear and tear to Government property or for Government Property properly consumed in the performance of this Contract." The following is added as paragraph (m): "Contractor shall provide to LOCKHEED MARTIN immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.")

52.245-17, Special Tooling (May 2004) (Applicable if you have a fixed price purchase order/subcontract where special tooling may be acquired or fabricated by you and the cost of such tooling will be charged to the contract. This clause replaces FAR 52.245-1 in Corpdocs. "Contracting Officer" means "Lockheed Martin.")

52.245-18, Special Test Equipment (Feb 1993) (Applicable if special test equipment may be acquired or fabricated under your purchase order/subcontract. This clause replaces FAR 52.245-1 in Corpdocs. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin or the Government" except in the third sentence of paragraph (c) where it means "Lockheed Martin." In paragraphs (b) and (c), "30 days" is changed to "60 days.")

52.246-8, Inspection of Research and Development – Cost Reimbursement (Mar 2001) (Applicable if you have a cost reimbursable contract that is for research and development. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.)

52.246-24, Limitation of Liability – High Value Items (Feb 1997) and Alternate I (Apr 1984) (Applies to high value line items only. For the purpose of this clause an item is a high value item if the unit cost of the item exceeds $100,000. The reference to Government acceptance shall mean "acceptance by the Government of the prime contract end item containing Seller's items." "Relief from liability under this subcontract applies only to the extent the Government provides relief from liability through the prime contract.")

52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Apr 2003)

52.248-1, Value Engineering (Feb 2000)

52.248-3, Value Engineering -- Construction (Oct 2010) (Applicable for all purchase orders/subcontracts in excess of $65,000 for construction. "Government" means "Lockheed Martin or the Government except in

paragraph (i) where the term is unchanged. "Contracting Officer" means "Lockheed Martin and the Contracting Officer.)

52.249-2, Termination for Convenience of the Government (Fixed- Price) (May 2004)

NFS Clauses

1852.204-75, Security Classification Requirements (Sep 1989) (Applicable if your purchase order/subcontracts involves access to and/or generation of classified information, or work in a security area.)

1852.223-74, Drug - and Alcohol - Free Workforce (Mar 1996)

1852.223-75, Major Breach of Safety or Security (Feb 2002) (Applicable for contracts of $500,000 or more. "Government" means "Government or Lockheed Martin", "Contracting Officer" means "Lockheed Martin.")

1852.225-74, Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China (Jun 2013) (Deviation) (Applicable if you will be furnishing Information Technology Systems as defined in the clause. "Contracting Officer" means "Lockheed Martin".)

1852.227-86, Commercial Computer Software License (Dec 1987)

1852.227-87, Transfer of Technical Data Under Space Station International Agreements (Apr 1989) **(**Applicable for all purchase orders/subcontracts.)

1852.228-75, Minimum Insurance Coverage (Oct 1988) (Applicable for all purchase orders/subcontracts.)

1852.228-76, Cross-Waiver of Liability for International Space Station Activities (Dec 1994)

1852.237-72, Access to Sensitive Information (Jun 2005) (Applicable to all purchase orders/subcontracts. In subparagraph (e) "Government" means "Lockheed Martin." Report any breaches in accordance with subparagraph (c)(7) through the Lockheed Martin Procurement Representative. Communicate with respect to the obligations in the clause through the Lockheed Martin Procurement Representative.)

1852.237-73, Release of Sensitive Information (Jun 2005) (Applicable to all purchase orders/subcontracts. Report any breaches in accordance with paragraph (d)(8) through the Lockheed Martin Procurement Representative. Communicate with respect to the obligations in the clause through the Lockheed Martin Procurement Representative.)

1852.242-73, NASA Contractor Financial Management Reporting (Jul 2000)

1852.245-70, Contractor Request for Government Owned Equipment (July 1997) (Applicable if your purchase order/subcontract has the potential for acquisition of equipment for the account of the Government that is not listed as a specific contract deliverable. Communication with the Government under this clause shall be made through Lockheed Martin.)

1852.245-71, Installation – Accountable Government Property (Nov 2004) and Alternate I (Nov 2004) (Applicable if Government property is to be made available to you while working on a NASA installation, and the

Government will maintain accountability for the property. For purposes of this clause NASA installations include local off-site buildings owned or directly leased by NASA.)

1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (Oct 2003)

Full Text Clauses

1. MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.3) (AUG 2003) (Applicable if you will be making deliveries directly to the Government.)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in six (including original) copies, an original and five copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

2. BILLS OF LADING (NFS 1852.247-73) (JUN 2002) (Applicable if you will be making any shipments.)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are Free On Board (F.O.B.) origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice. “I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NNJ06TA25C
Destination: TBD .”

(b) Government Bills of Lading.

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government Bills of Lading (GBLs). As used in this clause, “domestic overseas” means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: Cindy Ratliff, Lead TMS, Contract Transportation, 2101 NASA Parkway, Mail Code JB7, Houston, TX, 77058. If time is limited, requests may be by telephone: 281-483-3208. Requests for GBLs shall include the following information.

(i) Item identification/ description.
(ii) Origin and destination.
(iii) Individual and total weights.
(iv) Dimensional Weight.
(v) Dimensions and total cubic footage.
(vi) Total number of pieces.
(vii) Total dollar value.
(viii) Other pertinent data.

3. FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for hardware or equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamp:

THIS IS A FLIGHT ITEM: OR "THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

4. OPTION TO EXTEND ORDERING PERIOD

The Contracting Officer may exercise each of the options listed below by issuance of a unilateral contract modification 30 days or more before the end of the period set forth in clause F.2 (b) "Completion of Work." Should the option(s) be exercised, the resultant contract will include all terms and conditions of the contract as it exists immediately prior to the exercise of the option(s), except for the following changes:

1. Part (a) of clause I.6 entitled "Ordering" shall be changed to show that orders may be issued from *Contract Start Date to* March 31, 2023.

5. PRODUCTION AND SUSTAINING ENGINEERING OPTION

The Government may require the contractor to accomplish the production and sustaining engineering activities described in Attachments J-20 and J-21. The Contracting Officer may exercise this option by issuance of a unilateral contract modification *no later than May 31, 2017*. Should the option be exercised, the resultant contract schedules will include all terms and conditions contained in Section J Attachments J-20 (Schedule B) and J-21 (Schedule C) immediately prior to the exercise of the option. The exercising of this option will assure the placement of the minimum order set forth in the "Ordering" clause in Section I of Attachments J-20 and J-21.

6. SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/ REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-91) (JAN 2006)
(Applicable for all purchase orders/subcontracts.)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be

given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into a JSC and WSTF until approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist, the Lockheed Martin Procurement Representative, or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to NASA centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by representatives of Lockheed Martin or any NASA center to be visited.

7. IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (JAN 2006) (Applicable if you will be performing work at JSC.)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:00 a.m. to 4:00 p.m. on Saturday and Sunday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Office upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA

contractor termination procedures upon completion of the work (e.g., return of badges, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

8. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (ALT I) (NOV 2004) (Applicable to purchase orders/subcontracts for on-site work at NASA facilities where the contractor will use government facilities.)

(a) The Government property described in the clause at 1852.245-77, G.11 List of Installation- Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

9. <u>SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES</u> (Applicable for all purchase orders/subcontracts.)

(a) Definitions: In this provision:

i) The term "Russian entities" includes the following:

(1) The Russian Federal Space Agency (Roscosmos),
(2) Any organization or entity under the jurisdiction or control of Roscosmos, or
(3) Any other organization, entity, or element of the Government of the Russian Federation.

ii) The term "Organization or entity under the jurisdiction or control of Roscosmos" means an organization or entity that:

(1) Was made part of the Russian Federal Space Agency upon its establishment on February 25, 1992;
(2) Was transferred to the Russian Federal Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;
(3) Was or is transferred to the Russian Aviation and Space Agency or Russian Federal Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000; or
(4) Is a joint stock company in which the Russian Aviation and Space Agency or Russian Federal Space Agency has at any time held controlling interest.

iii) The term "extraordinary payments" means *payments in cash or in kind made or to be made by the United States Government prior to January 1, 2012, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.*

(b) **This clause implements the Iran and Syria Nonproliferation Act (the Iran Nonproliferation Act as amended by the Iran Nonproliferation Amendments Act of 2005)** to allow extraordinary payments prior to January 1, 2012 to Russian entities in connection with the International Space Station. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. contractors.

(c) (i) The Contractor shall not subcontract with Russian entities without first receiving written approval from the Lockheed Martin Procurement Representative. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the Lockheed Martin Procurement Representative with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraphs (a):

(1) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will made under the subcontract.

(2) The contractor shall provide certification that the subcontracting entity is not on any of the denied parties, specially designated nationals and entities of concern lists found at:
http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html

Denied Parties, Specially Designated Nationals and Entities of Concern

BIS's Listing of Entities of Concern UPDATED
BIS's List of Denied Parties UPDATED
Debarred Parties Listing
OFAC's List of Specially Designated Nationals *(Adobe PDF format)*
List of Unverified Persons in Foreign Countries UPDATED

(ii) Unless relief is granted by the Lockheed Martin Procurement Representative, the information necessary to obtain approval to subcontract shall be provided to the Lockheed Martin Procurement Representative 60 business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, the contractor shall provide the Contracting Officer with a report (with a copy to the Lockheed Martin Procurement Representative) every six-months which documents the individual *extraordinary payments made to an entity in paragraph a. The reports are due on July 15th and January 15th. The July 15th report should document all of the* individual *extraordinary payments made from the previous January through June. The January 15th report should document all of the* individual *extraordinary payments made from the previous July through December. The content of the report shall provide the following information for each time an extraordinary payment is made to an entity in paragraph a:*

(i) The name of the entity
(ii) The subcontract number
(iii) The amount of the payment
(iv) The date of the payment

(e) The Lockheed Martin Procurement Representative may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The Lockheed Martin Procurement Representative may direct the Contractor to terminate for the convenience any subcontract at any tier with an entity described in paragraphs (a), subject to an equitable adjustment.

(f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after January 1, 2012 the contractor shall be responsible to make payments to entities defined in paragraphs (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 31, 2011.

(g) **The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier**. The Contractor shall be responsible to obtain written approval from the Lockheed Martin Procurement Representative to enter into any tier subcontract that involves entities defined in paragraph (a).

10. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES (Applicable if you will be performing work at a NASA Center under this purchase order/subcontract.)

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with all applicable center policies and procedures. The contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures. The contractor shall promptly take corrective action upon receipt of notice from Lockheed Martin or the Contracting Officer of noncompliance with any applicable center policy or procedure.

11. MODIFIED DATA RIGHTS (Applicable to Honeywell, Hamilton Sunstrand, and Orbital (Aerojet).)

The following data items are authorized to use the following modified Limited Rights Notice and Restricted Rights Notice (FAR 52.227-14):

HONEYWELL

LIMITED RIGHTS DATA

Commercial Avionics

- Honeywell implementation of ARINC 653 OS/API
- Honeywell Core Software Developed for 777, 777ER, 737, 787 that is reused on CEV.
- Time and space partition control S/W tools
- Lockstep Processing Design & Application of Lockstep Processing to Byzantine Tolerant Design
- Honeywell implementation of 787 Flight Control Module, Point-to-Point databus, and ACE design
- Honeywell implementation of model based diagnostics from 777, 787 and Primus Epic.
- Honeywell implementation of Aircraft Condition Monitoring Function (prognostics) from 777.
- Software tools for diagnostic developed under Honeywell burden project 62318

Commercial Displays

- Honeywell graphics generation design from 777, or 737, or Primus Epic.
- Honeywell Display Software Developed for 777, 777ER, and 737 that is reused on CEV
- Honeywell Display Unit (DU-1310) (PN 7028140)
- Honeywell LCD Assembly (PN 7028145)

Navigation

- SIGI Internal Architecture
- Honeywell HG1900 Inertial Measurement Unit

RESTRICTED COMPUTER SOFTWARE

Commercial Avionics

- Honeywell implementation of ARINC 653 OS/API
- Honeywell Core Software Developed for 777, 777ER, 737, 787 that is reused on CEV
- Honeywell 787 system/software development toolset
- Scheduling Toolkit and related Processes developed on Honeywell funds.
- VALFAC VCTE and HSS toolset
- Time and space partition control S/W tools
- Honeywell implementation of model based diagnostics from 777, 787 and Primus Epic.
- Honeywell implementation of Aircraft Condition Monitoring Function (prognostics) from 777.
- Software tools for diagnostic developed under Honeywell burden project 62318

Commercial Displays

- Honeywell Display Software Developed for 777, 777ER, and 737 that is reused on CEV

Navigation

- SIGI Software
- Multi-Application Control Honeywell (MACH) Software

HAMILTON SUNSTRAND

LIMITED RIGHTS DATA

- Solid Amine Formulation, HSC, HSC+, SA9T
- Ambient Temperature Catalyst Oxidizer Substrate, SV774230-201 Multifluid Evaporator Technology
- Rotary Drum Separator and Derivatives
- Hardware Test Procedures,. (Note: No limited rights are being declared on any Test Data included in these sheets, all test results are provided with unlimited rights).
- Heat Exchanger Braze Process and Braze Alloy (HS 6800)
- JIS (Job Instruction Sheets) or Operation Sheets (Note: No limited rights are being declared on any Test Data included in these sheets, all test results are provided with unlimited rights).
- Non ODS Cleaning Procedure of Printed Wiring Assemblies
- Fabrication techniques of Plate Fin Heat Exchangers (HS3331).
- Journal and Thrust Air Bearing Technology
- HS Existing Capital and Test Equipment

RESTRICTED COMPUTER SOFTWARE

- Fan/Pump Design Software.
- Heat Exchanger Fin Definition Software.

ORBITAL (AEROJET)

RESTRICTED COMPUTER SOFTWARE

- Software Source Code Associated with Pintle Control Algorithms

UNITED LAUNCH ALLIANCE

LIMITED RIGHTS DATA

- **ULA Proprietary Data associated with EFT-1 Launch Services.**

RESTRICTED COMPUTER SOFTWARE

- **ULA Proprietary Software associated with EFT-1 Launch Services.**

Limited Rights Notice (June 1987)(Modified)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

1) Use (except for Manufacture) by Government personnel and Government Support Contractors supporting Exploration Programs and Projects directly or indirectly on a need to know basis. Government Support Contractors will be identified by the Contracting Officer, thus allowing the Contractor and Support Contractor to execute separate non-disclosure agreements (NDA) or No-Cost License Agreements, if applicable. If applicable,

these separate agreements will be between the Contracting Companies and not incorporated into this Government contract.

2) Emergency repair or overhaul work.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Restricted Rights Notice (June 1987) (Modified)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reserved.

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by Government personnel and Government support service Contractors on a need to know basis in accordance with paragraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights and the Contracting Officer identifies the Government Support Contractors, thus allowing the Contractor and Support Contractor to execute separate non-disclosure agreements (NDA) or No-Cost License Agreements, if applicable. If applicable, these separate agreements will be between the Contracting Companies and not incorporated into this Government Contract; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

12. INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS

a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 50.403-1 and NASA FAR Supplement 1850.403. Reference to these FAR and NASA FAR Supplement sections is not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

b) The Government will consider a request for indemnification for unusually hazardous risks in accordance with the foregoing paragraph. In the event the Government denies the Contractor's request for indemnification, the parties will enter into good faith negotiations to determine the appropriate course of action concerning potential third party liability.

13. PATENT RIGHTS (Applicable for all purchase orders/subcontracts.)

This contract includes the New Technology Clause 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to contract research and incorporated into deliverables under the contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, NASA Contracting Officer permission communicated through the Lockheed Martin Procurement Representative is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the NASA Contracting Officer through the Lockheed Martin Procurement Representative the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where NASA Contracting Officer permission through the Lockheed Martin Procurement Representative is not obtained prior to incorporating its background inventions into Contractor work. This clause or a clause substantially the same shall be included in all subcontracts at any tier.

14. SPACE FLIGHT MOTIVATION AWARENESS PROGRAM (Applicable for all purchase orders/subcontracts.)

The Contractor shall establish a program for Space Flight Awareness (SFA). The Program's goals and objectives are to:

- Ensure every employee involved in human space flight is aware of the importance of their role in promoting safety, quality and mission success.
- Participation in NASA-Industry Space Flight Awareness Program.

● Increase awareness of the Human Space Flight Program accomplishments, milestones and objectives with a focus on safety and mission success.

● Conduct events and products that motivate and recognize the workforce, and enhance employee morale.

● Function as an internal communications team to disseminate key educational, program/management safety, quality, and mission success messages and themes.

15. SMALL BUSINESS SUBCONTRACTING GOALS (Applicable if you are a large business.)

In meeting the intent of Small /Disadvantaged business participation under this contract, the Contractor agrees to flow down to all first-tier large business subcontractors, as percentages (with corresponding dollar amounts) of their total contract value the same socioeconomic goals agreed to under the prime Contractor subcontracting plan. The Contractor agrees to flow down the goals to other tier large business subcontractors.

16. SUBCONTRACTOR SMALL BUSINESS REPORTING (Applicable if you are a large business.)

First-tier large business subcontractors to Lockheed Martin are required to report lower-tier Small Business Concern subcontracting dollars on a semi-annual basis. This reporting is conducted through the Electronic Subcontracting Reporting Systems (eSRS) located at http://www.esrs.gov.

17. DATA DELIVERABLE MARKING REQUIREMENTS FOR EXPORT CONTROL (Applicable if you will be delivering any data under this purchase order/subcontract.)

(a) The contractor shall perform an export control assessment for all data deliverable items under this Contract.

(b) If a product is determined to contain information controlled by the International Traffic in Arms Regulations, the following statement shall be included on the product cover page.

International Traffic in Arms Regulations (ITAR) Notice

This document contains information on [Subcontractor or offeror to list specific pages and paragraphs subject to ITAR control] that falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

(c) If a product is determined to contain information controlled by the Export Administration Regulations and which requires a license or exception prior to export, the following statement shall be included on the product cover page:

Export Administration Regulations (EAR) Notice

This document contains information on [Subcontractor or offeror to list specific pages subject to the EAR] within the purview of the Export Administration Regulations (EAR), 15 CFR 730-744, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security (BIS), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

(d) If a product has been determined to be suitable for public release it shall be so labeled.

18. APPLICATION OF U.S. SPACE TRANSPORTATION POLICY (Applicable for all purchase orders/ subcontracts.)

All effort under this contract shall be consistent with the National Security Presidential Directive/NSPD-40 (U.S. Space Transportation Policy.)

19. LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DEC 1988) (Applicable for all purchase orders/subcontracts.)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is the Contractor may be in a position to favor its own products and capabilities and may have an unfair competitive advantage.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

20. ADVANCE AGREEMENT FOR CONTRACTOR INVESTMENTS

The parties agree that the contract might be partly based on corporate contributions/investment as specified in the proposal or as negotiated in the contract. Costs related to the Contractor's contributions or investments shall be reported under the contract as they are incurred, for purposes of tracking the Contractor's costs as well as the full costs of the project. The Contractor agrees that, should the Government's requirements change or should all or part of the work under the contract be terminated, all reported costs as well as unreported costs related to the Contractor's contributions and investment will be unallowable as part of any contract settlement.

21. CONTRACTOR'S COST SHARING CONTRIBUTION (Applicable to Hamilton Sunstrand.)

The purpose of this clause is to define the conditions and understanding for the Contractor's Cost Sharing investment in support of CEV development. The FAR defines Cost Sharing at 2.101

The Contractor hereby agrees to a maximum Cost Share in the amount of $209,500,000 on the efforts set forth in Schedule A of the Contract subject to the conditions set forth herein. This Cost Share shall be initiated concurrently with the definitization of the Delivery Order for the first Crew Exploration Vehicle ordered under Schedule B. The Contractor shall maintain records of all contract costs claimed by the Contractor as constituting part of its share. Those records shall be subject to audit by the Government. Costs contributed by the Contractor shall not be charged to the Government under any other grant, contract, or agreement (including allocation to other grants, contracts, or agreements as part of an independent research and development program). The parties further recognize and agree that for purposes of the Limitations of Funds clause, the Government's funding obligations relative to the maximum Government liability is the total allowable costs less the Contractors Cost Share not to exceed $209,500,000. The Cost Sharing is limited to Schedule A of this contract. The Government will not be held accountable for any cost sharing arrangements between the Prime Contractor and their subcontractor.

The Contractor Cost Share as set forth above shall be accomplished in the form of an invoice line of credit, wherein, the Contractor agrees to credit up to $209,500,000 eligible for invoicing (i.e. allowable and allocable costs) following the definitization of the first Schedule B Delivery Order as defined above. For the purposes of this provision, an "invoice line of credit" and "invoice credit" are defined as a permanent withhold of allowable and allocable cost incurred in the performance of the Contract activities. This invoice credit will be effective as of the first cost invoice following the contractors accounting month end in which the first Schedule B Delivery Order is definitized. This first cost invoice and each subsequent invoice shall reflect a credit of 100% of billable costs until the maximum Contractor's Cost Share obligation is achieved or until the end of the Schedule A period of performance, whichever occurs first. Following the completion of the Cost Share Contribution commitment the cost invoicing process shall resume in a normal manner.

In the event that the Contractor's Cost Share incurred as of the end of the Schedule A period of performance is less than the Contractor's maximum Cost Share commitment of $209,500,000 the parties agree that the Contractor's Cost Share obligations have been achieved. Finally, the parties of this contract recognize that this contract may be terminated for the convenience of the Government at any time during the period of performance. In the event of a termination, the cost invoice line of credit (i.e. withholding) will be stopped as of the effective date of the termination notice with the Contractors Cost Share obligation capped at the amount incurred as of the effective date of the termination notice. The Contractor further agrees that any cost share incurred as of the effective date of the termination notice will not be invoiced under this contract.

22. CONTRACTOR SCRAP REINVESTMENT

The contractor shall salvage Government-owned scrap in the demolition and dismantling of the Operations and Checkout building at KSC and the dedicated project Orion area at Michoud Assembly Facility, and apply all salvage fees to the contract.

23. ADMINISTRATIVE LEAVE (SEPT 2008) 52.242-94 (JSC PROCUREMENT INSTRUCTION)
(Applicable if your purchase order/subcontract is for services that include personnel in the categories described in (a).)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and

2. Contractor personnel dedicated to the contract effort who are

A. working off-site within 10 miles of JSC; and

B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g., has sustained damage, has been evacuated, etc.)

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absences shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this contract shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

2. For fixed priced contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices will be subject to review, audit, and revision when routine operations recommence.

(c) The Contractor shall include this clause in all service subcontracts that include personnel in the categories described in (a) above.

24. UNUSUALLY HAZARDOUS RISKS FOR PAD ABORT 1 (PA-1) FLIGHT TEST

For the purpose of paragraph (c)(1) of the clause at FAR 52.250-1, Alternate 1, (APR 1984) the following is the definition of "unusually hazardous risks":

(a) the burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during on-site storage or use;

(b) the burning, explosion or detonation of rocket engines or rocket motors during on-site storage, on-site testing, launch preparation, launch or use;

(c) the burning, explosion or detonation of launch vehicles or their components during launch preparation, launch or use;

(d) the toxic or other unusually hazardous properties of chemicals or propellants (liquid, solid or gaseous) or inert gases, their constituent ingredients, or their degradation products or energy sources;

(e) the flight or surface impact of launch vehicles, ground vehicles and/or spacecraft or components or fragments thereof, including impact of a spacecraft with other spacecraft or components or fragments thereof.

The above risks are "unusually hazardous risks" to the extent such risks result from or arise out of efforts related to the PA-1 flight test performed under Schedule A of this contract. Indemnification will begin at the point that the assets supporting the PA-1 flight test are delivered to the White Sands Missile Range (WSMR) and will end after the completion of the PA-1 flight test. Delivery is defined as the point in time when an asset crosses onto WSMR property, regardless of asset ownership. Completion is defined as the point in time when no more PA-1 assets are in flight. The parties agree that any grant of indemnity for other activities required by this Contract beyond the Schedule A PA-1 flight test shall be the subject of separate contractual action.

The Government’s agreement to indemnify is not intended to waive the Contractor's continuing obligation to comply with contractual safety requirements and is subject to the condition that the Contractor maintains a financial protection program. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of Federal Acquisition Regulation 52.250-1 Alternate 1, Indemnification Under Public Law 85-804, is reduced, the Government’s liability shall not increase. The Government’s liability to indemnify and pay claims is subject to the primary response by Contractor's insurance coverage, such that the Government would not pay claims unless and until the Contractor's insurance coverage is exhausted or coverage is excluded.

25. SPECIAL PROVISION FOR CONTRACT CHANGES (FIRM FIXED PRICE EFT-1 EFFORT)

The parties agree that, notwithstanding the provisions of the Fixed Price Changes Clause (FAR 52.243-1) and the Government Property (Fixed Price) clause (FAR 52.245-2), no change made pursuant to the Fixed Price Changes Clause shall give rise to an equitable adjustment to the firm fixed price or any other contract provision when said change causes an increase or decrease of **$50,000** (inclusive of fee) in the firm fixed price of clause B.7 of this contract. Each change shall be controlling in making this determination, and such change shall not, for purposes of determining the applicability of this clause, be added to any other change(s). The parties recognize that several changes may be grouped together in a bilateral modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment is in order.

26. LICENSES, PERMITS AND OTHER AUTHORIZATIONS FOR THE EFT-1 LAUNCH AND REENTRY (Applicable to United Launch Alliance (ULA).)

The Contractor shall obtain and maintain the necessary licenses, permits and clearances that may be required by the Department of Transportation, Department of Commerce, Department of Defense, NASA, or other Government agencies in order to provide launch and re-entry support under this contract. The Contractor shall obtain a Federal Aviation Administration (FAA) license or permit in accordance with 49 U.S.C Subtitle IX, chapter 701 for operations under this contract. As such, the parties understand and agree that indemnification coverage for the EFT-1 is in accordance with the Commercial Space Launch Act (CSLA) (49 U.S.C Subtitle IX, chapter 701, sections 70101-70121, re-codified at 51 U.S.C sections 50901-50923. If Commercial Space Launch Act is not authorized or the monetary limits are insufficient to cover third party claims, the contractor can pursue indemnification coverage under P.L. 85-804.

27. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES 1852.204-76 (Oct 2009) (Applicable if your purchase order/subcontract involves processing, managing, accessing or storing NASA Electronic Information in support of the mission of the Agency. Communication between Seller and the Government shall be made through Lockheed Martin. This clause replaces the 1852.204-76 clause called out in CorpDocs.)

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information [or Controlled Unclassified Information (CUI)], for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL.

All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at https://itsecurity.nasa.gov/policies/index.html.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in

the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

LOCKHEED MARTIN GUIDANCE NOTE: Please refer to Subcontractor Data Requirements Document (SDRD) U-016, IT Security Plan & Annual IT Security Review Questionnaire, in your respective subcontracts for additional guidance on implementation of Security Requirements. (This is not part of the official NASA FAR Clause.)

28. RIGHTS IN DATA-GENERAL (Supersedes FAR 52.227-14)(JUN 1987) as modified by NASA FAR Supplement 1852.227-14, includes 52.227-14 ALT II (JUN 1987) (insertion of (g)(2), ALT III (JUN 1987) (insertion of (g)(3)(i), and ALT V (JUN 1987) (insertion of (i) (Applicable for all purchase orders/subcontracts.)

(a) *Definitions.*

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph I of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph I(1) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the NASA Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the NASA Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the NASA Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph I(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph I, and to include such notices on all reproductions of the data.

(d) Release, publication and use of data

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the NASA Contracting Officer.

(3) (i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the NASA Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The NASA Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the NASA Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the NASA Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the NASA Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the NASA Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the NASA Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the NASA Contracting Officer’s decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the NASA Contracting Officer’s determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government’s action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph I of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the NASA Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the NASA Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the NASA Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (June 1987)

(a) These data are submitted with limited rights under Government Contract No. (and subcontract, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(1) Use (except for manufacture) by support service Contractors.

(2) Evaluation by nongovernment evaluators.

(3) Use (except for manufacture) by other Contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(4) Emergency repair or overhaul work.

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3) (i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the NASA Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice (June 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with paragraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice Short Form (June 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. (and subcontract, if appropriate) with (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-rights reserved under the Copyright Laws of the United States."

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government and Lockheed Martin under this contract. If a subcontractor refuses to accept terms affording the Government and Lockheed Martin such rights, the Contractor shall promptly bring such refusal to the attention of the NASA Contracting Officer and the Lockheed Martin Procurement Representative and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government and Lockheed Martin under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government or Lockheed Martin.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the NASA Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the NASA Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the NASA Contracting Officer shall designate an alternate inspector.

29. EARNED VALUE MANAGEMENT SYSTEM (NASA 1852.234-2) (NOV 2006) (Applicable if you are notified that you are identified in paragraph (f) of this clause in the prime contract.)

(a) In the performance of this contract, the Contractor shall use--

(i) An Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines specified in the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA)--748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and

(ii) Earned Value Management procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) required by the contract.

(b) If, at the time of award, the Contractor's EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing cost/schedule control system that is compliant with the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contactor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fee.

(c) The Government will conduct Integrated Baseline Reviews (IBRs). Such reviews shall be scheduled and conducted as early as practicable, and if a pre-award IBR has not been conducted, a post-award IBR should be conducted within 180 calendar days after contract award, or the exercise of significant contract options; or within 60 calendar days after distribution of a supplemental agreement that implements a significant funding realignment or effects a significant change in contractual requirements (e.g., incorporation of major modifications). The objective of IBRs is for the Government and the Contractor to jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(d) Unless a waiver is granted by the Cognizant Federal Agency, Contractor proposed EVMS changes require approval of the Cognizant Federal Agency prior to implementation. The Cognizant Federal Agency shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the Cognizant Federal Agency, the Contractor shall disclose EVMS changes to the Cognizant Federal Agency at least 14 calendar days prior to the effective date of implementation.

(e) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. Access is to permit Government surveillance to ensure that the Contractor's EVMS complies, and continues to comply, with the EVMS guidelines referenced in paragraph (a) of this clause, and to demonstrate—

(1) Proper implementation of the procedures generating the cost and schedule information being used to satisfy the contract data requirements;

(2) Continuing application of the accepted company procedures in satisfying the CPR required by the contract through recurring program/project and contract surveillance; and

(3) Implementation of any corrective actions identified during the surveillance process.

(f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

(1) For subcontracts with an estimated dollar value of $50M or more, the following subcontractors shall comply with the requirements of this clause.

Orbital	Aerojet	Hamilton Sundstrand	USA
Honeywell			

(2) For subcontracts with an estimated dollar value of less than $50M, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

ATK SPACE SYSTEMS INC (P.O. # 8100001398), PARAGON SPACE DELVELOPMENT COPR. (P.O. # 8100000846), GENERAL DYNAMICS ADVANCED (P. O. #8100002087), BALL AEROSPACE & TECHNOLOGIES (P.O. 8100001953)

(g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any undefinitized contract actions.
(End of clause)

30. SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997) (Applicable to Cost Reimbursement Purchase Orders/Subcontracts Only. Documents required by this clause shall be provided by the Contractor to Lockheed Martin.)

(a) (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid-

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract hereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding $50.00. Bills under $50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) Contractors shall submit the above referenced transportation documents to the Lockheed Martin Procurement Representative.

Foreign Travel by Contractor Employees on NASA Official Business (JUL 2022)
Contractor employees (including subcontractors) traveling internationally in support of NASA official business must obtain a country clearance via the Department of State (DOS) electronic Country Clearance (eCC) process. DOS has the authority to grant, withhold, or limit permission for any personnel to travel internationally on U.S. Government official business.
Contractor employees traveling internationally on official NASA business are required to coordinate in advance with the contracting officer's representative (COR) and Center's Foreign Travel Coordinator (FTC) prior to traveling, as DOS international travel guidance/policies, and conditions in foreign countries, are subject to change.

In order to obtain a country clearance via the eCC process, travelers must complete an Advance Travel Notification Form (ATNF) and submit it to their Center's FTC. The form must be submitted at least 30 business days prior to departure in order to obtain a DOS eCC approval. Forms submitted less than 10 business days prior to departure have a presumption of denial, and require justification signed by the Center Director or designated senior individual at the cognizant NASA Center. Travelers must request the ATNF from the Center's FTC. The list of Center FTCs can be accessed at
https://nasa.sharepoint.com/:b:/s/FTRP/EUYwk_596wRIoYxP91ffpi4BoP49oPWBbEFS6twbLLaR9w?e=7jdgbp
(This link is behind the NASA firewall – contact the COR to get the FTC name if not able to access).
Contractor employees on NASA foreign travel are required to use the International Traveler Checklist (ITC) that provides a list of travel-related items the traveler should review prior to international travel. The traveler does not need to submit the ITC form to the Center FTC; the form is for the benefit of the traveler only. The Center specific ITC can be obtained from the Center's FTC.

In addition to specifying the NASA traveler's contact information, the eCC request must indicate that the traveler has taken the appropriate training, as follows:

Counter Threat Awareness Training (CTAT): All contractor employees traveling internationally on NASA official business shall complete the CTAT training course (formerly known as High Threat Security Overseas Seminar (HTSOS)) regardless of destination. The CTAT course is available in NASA SATERN at no cost. If the contractor employee does not have access the SATERN, the training may also be acquired at https://fsitraining.state.gov/home/7480 free of charge for employees of Other Government Agencies (OGAs) and all Third Party Contractors. To register, send a completed SF182 form (and contractor memorandum if applicable) to DS-Registrar@state.gov. For any additional questions regarding the enrollment process, contact the DOS Registrar's Office at: DS-Registrar@state.gov.
The course certification is valid for six years; the validity is retroactive for individuals that completed the HTSOS course prior to the updated DOS guidance. NASA travelers should hand-carry a copy of their CTAT completion certificate with them on all official international travel.

Foreign Affairs Counter Threat (FACT): Contractor employees traveling internationally in support of official NASA business are not required to complete FACT training unless the requirement is specifically included elsewhere in this contract. However, depending on the country and other circumstances, the DOS Chief of Mission Authority may determine that this training is required for contractor employees on official U.S. Government business. The contractor shall coordinate with the COR and Center FTC to determine if the contractor employee(s) must complete the FACT training. The FACT training is an in-person course. Travelers may go to the link below to review the most up-to-date DOS advisories prior to leaving:

https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html. The course certification is valid for six years.

All NASA travelers are expected to comply with the current guidance and policies regarding health-related requirements in their destination country(ies), as well as the current requirements for reentry into the United States.

In accordance with NPR 2810.2, titled Possession and Use of NASA Information and Information Systems Outside of the United States and United States Territories; NASA official international travelers shall take NASA IT devices or access NASA accounts only when authorized by the Center CIO or their designee, prior to travel. Travelers should follow their Center's international travel process in addition to this requirement statement. Specific questions regarding foreign travel and guidance/policy updates may be directed to the Center FTCs.