



LOCKHEED MARTIN CORPORATION

CORPDOC 4B

FEDERAL ACQUISITION REGULATION (FAR) AND NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
SUPPLEMENT (NASA FAR) FLOWDOWN PROVISIONS FOR COST REIMBURSEMENT AND T&M
SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A UNITED STATES NASA
CONTRACT

A. INCORPORATION OF FAR AND NASA FAR SUPPLEMENT CLAUSES

The FAR and NASA FAR Supplement clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this

7. "Contractor" and "Offeror" means SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

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

9. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. NOTES

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

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

2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (SELLER shall provide LOCKHEED MARTIN reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (Note 4 applies in paragraph (b). Reports required by this clause will be made available to LOCKHEED MARTIN.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS WHO ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to LOCKHEED MARTIN.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies i-2.3(t)-1.4TE1r1.2(5()-2.5(A).4(a)1.1nd)1.9()9.3e du

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert Zero in the blank. Notes 2 and 3 apply.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2002) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event LOCKHEED MARTIN's customer has directed LOCKHEED MARTIN to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, LOCKHEED MARTIN may, by written order to Contractor, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from LOCKHEED MARTIN". Alternate I (JUN 1985) applies in this is a cost-reimbursement contract).

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2012 apply.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply. Alternate I (APR 1984) applies if this is a cost-reimbursement contract.)

FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) (Notes 1 and 2 apply. Applies if this is a cost-reimbursement contract.)

FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) (Notes 1 and 2 apply. Applies if labor hour or time and materials contract.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

FAR 52.245-1 GOVERNMENT PROPERTY (SEPT 2021) ("Contracting Officer" means "LOCKHEED MARTIN" except definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes LOCKHEED MARTIN. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "LOCKHEED MARTIN" and except in paragraphs (d)(2) and (g) where the term includes LOCKHEED MARTIN. The following is added paragraph (n) "SELLER shall provide to LOCKHEED MARTIN immediate notice if the Government or other customers revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) (Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In delete "either" and "or contractual".)

G. PROVISIONS OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION FEDERAL ACQUISITION REGULATION SUPPLEMENT (NASA FARS) INCORPORATED BY REFERENCE

The following NASA FARS clauses apply to this Contract:

NASA FARS 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

NASA FARS 1852.204-76 SECURITY REQUIREMENT FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2011) (Note 5 applies. In paragraph (f), NASA means "LOCKHEED MARTIN and NASA.")

NASA FARS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) (Note 2 applies.)

NASA FARS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) (Note 2 applies.)

NASA FARS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015) (Applies if the contract value exceeds the simplified acquisition threshold and if the work will be conducted completely or partly on premises owned or controlled by the Government. Note 6 applies.)

NASA FARS 1852.223-71 FREQUENCY AUTHORIZATION (APR 2015) (Applies if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.)

NASA FARS 1852.223-74 DRUG AND ALCOHOL FREE WORKFORCE (NOV 2015) (Applies if Work is performed by an employee in a sensitive position as defined in the clause.)

NASA FARS 1852.225-70 EXPORT LICENSES (FEB 2000)

NASA FARS 1852.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (APR 2015) (Applies if the Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern, a domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LOCKHEED MARTIN Procurement Representative identified on the face of this Contract.)

NASA FARS 1852.227-14 RIGHTS IN DATA - GENERAL (Modifies FAR 52.227-14. Notes 5 applies.)

NASA FARS 1852.227-70 NEW TECHNOLOGY (APR 2015) (Applies if this Contract is for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization.)

NASA FARS 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015) (Applies whenever FAR 1852.227-70 applies to this Contract. SELLER's petitions to the Contracting Officer will be made through Lockheed Martin.)



NASA FARS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENT

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised a judicial appeal rights.

