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Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting

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(c) If a product is determined to contain information controlled by the Export Administration Regulations, the

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- NPR 1600.2, NASA Classified National Security Information

(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security

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documents to process a permanent credential. Employees will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

(i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Contractor

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will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside

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(End of clause)

10. NFS 1852.225-70, EXPORT LICENSES (FEB 2000) and ALTERNATE I (FEB 2000) (Alternate I will also apply.)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR),

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14. MISSION SUCCESS DETERMINATION

(a) Mission Objectives and Associated Success Criteria

(1) Mission objectives and associated success criteria will be defined on a per mission basis and agreed to by NASA and Lockheed Martin. The overall goal of NASA is to develop mission objectives and success criteria that appropriately and fairly define Lockheed Martin's performance.

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determinations per section a, Mission Objectives and Associated Success Criteria, any reduction in incentive fee on CPIF orders or final milestone payment on FFP orders, in whole or in part, will be credited to Lockheed Martin under Lockheed Martin's prime contract.

(i) For Partial Mission Success determinations under the Lockheed Martin prime contract, the percentage of the final Incentive Fee Determination for CPIF orders, or final payment earned for FFP orders, is based on the payment percentages defined in section (a)(4) of this clause and as specified in the order.

(ii) For Mission Failure determinations, the Government will perform an assessment to identify the cause of the failure. In the event the Mission Failure is determined to be solely caused by the acts or omissions of Lockheed Martin or Seller in performance of effort under the prime contract or this Contract, respectively, Lockheed Martin shall forfeit incentive fee (Performance Incentive and Cost Incentive) for the associated CPIF order or the final milestone payment for the associated FFP order, but only to the extent that the Mission Failure is determined to be caused by the acts or omission of Lockheed Martin or Seller. For example, if Lockheed Martin or Seller caused 25% of the Mission Failure, then only 25% of Lockheed Martin's incentive fee or final milestone payment shall be forfeited under the prime contract. If such forfeiture results from a Government determination that the Mission Failure was caused in whole or in part by Seller, then Seller shall reimburse Lockheed Martin and hold it harmless for such forfeiture to the extent that Seller's acts or omissions contributed to the Mission Failure. For example, if it is determined that Seller and Lockheed Martin were equally at fault in causing 25% of the Mission Failure, then Seller shall reimburse Lockheed Martin for 50% of such forfeiture. In the event the cause of a Mission Failure is not determined to solely be a result of the acts or omissions of Lockheed Martin and Seller in performance of effort under prime contract or this Contract, there shall be no reduction in incentive fee for CPIF orders or forfeiture of final payment for FFP orders under the prime contract, and consequently Seller shall have no reimbursement of obligation to Lockheed Martin under this Contract clause.

(iii) Under the terms of Lockheed Martin's prime contract, incentive fee reductions resulting from a Partial Mission Success or Mission Failure determination under a CPIF order shall be executed first through reimbursement to the Government incentive fee that has already been provisionally paid (Performance Incentive and Cost Incentive) for that order. Under the terms of Lockheed Martin's prime contract, the reimbursement of the provisionally paid incentive fee shall be made as directed by the Contracting Officer through either a credit applied to the cost voucher(s) of another CPIF order, a credit toward the FFP of another order, other in-kind consideration as agreed to by the parties, or returned to the Government. Any such incentive fee reduction shall not be recoupable by Lockheed Martin under the prime contract or by Seller under this Contract.

(iv) Under the terms of Lockheed Martin's prime contract, Partial Mission Success or Mission Failure determinations made applicable to FFP orders shall be executed as reimbursement, in whole or in part, of the final milestone payment. Any such 1.02 Tf 1 0 0 1able (s)-2.9 (r)6.2 (t or (f)-3.7 (a)-4 259.709 Tm 0 Tr [(tl)-1.4

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contributed to the Partial Mission Success. For example, if it is determined that Seller and Lockheed Martin were equally at fault in causing 25% of the Partial Mission Success, then Seller shall reimburse Lockheed Martin for 50% of such reductions.

(2) This clause will take precedence over the specified paragraphs in the following clauses, in that NASA or Lockheed Martin will not require correction of non-conforming supplies or re-performance of services following a Mission Failure or Partial Mission Success:

(i) 52.246-2 Inspection of Supplies – Fixed Price, paragraph (f)

(ii) 52.246-3 Inspection of Supplies – Cost-Reimbursement, paragraph (f)

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(1) Before awarding any subcontract expected to exceed \$750,000 prior to July 1, 2018, or modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or

(2) Before awarding any subcontract expected to exceed \$2 million on or after July 1, 2018, or modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION 2018-O0015).

(End of clause)

17. 52.215-13, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION) (MAY 2018) (The version of the clause in NASA Procurement Class Deviation [PCD 18-04](#) applies in lieu of the standard NASA version of the clause.)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification of a subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or any modification of a subcontract that awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million; and

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(1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or

(2) Before modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.

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(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the contract terms, the applicable order, or the contract terms.

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be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

20. 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) ALTERNATE III (OCT 1997) (Alternate III will also apply.)

- (a) *Exceptions from certified cost or pricing data.*
 - (1) In lieu of submitting certified cost or pricing data

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(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the

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(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of

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information regarding your own participation in this activity, must be submitted to NASA Communications for review and approval. Approval by NASA Communications shall be based on applicable law and policy governing the use of the NASA name and initials. Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221.

(End of clause)

FAR Clauses

52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006)

52.203-7, Anti-Kickback Procedures (May 2014)

52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)

52.203-14, Display of Hotline Poster(s) (Oct 2015)

52.204-10, Reporting Executive Compensation and First Tier Subcontract Awards (Oct 2018)

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. "Government in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.)

52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023)

52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.215-2, Audit and Records -- Negotiation (Oct 2010)

52.215-14, Integrity of Unit Prices (Oct 2010)

52.215-23, Limitations on Pass-Through Charges (Oct 2009)

52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018) (The version of the clause in DoD Class Deviation [2018-O0018](#) applies in lieu of the standard FAR version of the clause.)

52.222-6, Construction Wage Rate Requirements (Aug 2018) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

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52.222-37, Employment Reports on Veterans (Feb 2016)

52.222-50, Combatting Trafficking in Persons (Jan 2019)

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52.230-2, Cost Accounting Standards (DEVIATION) (May 2018) (The version of the clause in NASA Procurement Class Deviation [PCD 18-04](#) applies in lieu of the standard NASA version of the clause.)

52.232-17, Interest (May 2014) (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause. "Government" means "Lockheed Martin".)

52.232-32, Performance-Based Payments (Apr 2012) (Applicable to the Seller only if under this purchase order/subcontract Lockheed Martin will be making financing payments to the Seller in the form of performance based payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.)

52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013) (Applicable for all purchase orders/subcontracts where software or services will be retransferred to the Government.)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION [20-03](#)) (The version of the clause in NASA Procurement Class Deviation [20-03](#) applies in lieu of the standard NASA version of the clause.)

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52.245-9, Use and Charges (Apr 2012) (Applicable for all purchase orders/subcontracts when the clause at 52.245-1, Government Property, applies. Communication with the government under this clause will be made through Lockheed Martin.)

52.246-8, Inspection of Research and Development – Cost Reimbursement (May 2001) (Applicable if Seller has a cost reimbursement purchase order/subcontract 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.)

52.249-6, Termination (Cost-Reimbursement) (May 2004) and Alternate I (Sep 1996) (Alternate I will also apply if this purchase order/subcontract is for construction.)

NASA FARS Clauses

1852.225-71, Restriction on Funding Activity with China (DEVIATION) (Feb 2012) (Applicable for all purchase orders/subcontracts.)

1852.234-2, Earned Value Management System (DEVIATION) (Nov 2015) (Applicable if this purchase orders/subcontract is subject to earned value management system requirements. The terms "Contracting Officer" and "Government" include Lockheed Martin.)

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(a) The Government property described in paragraph (c) of this clause may 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 unless authorized

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ALTERNATE I (JAN 2011)

As prescribed in 1845.107-70(b)(4), substitute the following for paragraph (b)(1)(i) of the basic clause:

(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 monthly basis, to the SEMO.

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (JAN 2017)

1852.245-75 Property Management Changes (JAN 2011)

1852.245-76, List of Government-Furnished Property (Jan 2011) (Applicable if Seller is being furnished Government property.)

1852.245-78 Physical Inventory of Capital Personal Property (AUG 2015)