

S-51 Rev. B - Special U.S. Government Clauses

Orion Production & Operations Contract (OPOC) Program Prime Contract 80JSC019C0012, DPAS DO-C9 (Effective Date 05/08/2020)

This document is amended to S-51 Rev. B, to correct the Prime Contract Number to 80JSC019C0012. Everything else remains the same. Additional changes may occur once negotiations are complete.

The terms and conditions identified in this document below, may still be in negotiation between the Prime Contract and Collins Aerospace. There will be an update to this document for flowdown requirements, once terms and conditions are finalized between Lockheed Martin and Collins Aerospace.

The following U.S. Government clauses apply to any Collins Aerospace Agreement or Order to which this Exhibit is attached or in which it is incorporated by reference. "Exhibit" as used in this document means either Attachment or Exhibit as referenced in the Agreement or Order. Unless otherwise specified below, the date of these clauses are those in effect as of the date of the Agreement or Order. These clauses are hereby incorporated by reference as if the text were fully written. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor/supplier, "Contract" means the Agreement or an Order which reference these terms, except in the term "prime contract," and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property" and "Government-Furnished Property," or as otherwise indicated. The full text of the clauses can be located at the website <http://farsite.hill.af.mil> or <http://acquisition.gov>. The Contracts Disputes Act shall have no application to the Agreement or Order. Any reference to a "Disputes" clause shall mean the "Disputes" or "Dispute Resolution" clause of the Rockwell Agreement or Order.

Any Agreement or Order to which this Exhibit is attached or incorporated by reference may contain DPAS rated quantities (DO/DX) and unrated quantities (NA) as listed or identified in the priority section of the Order. Rated quantities are certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR Part 700). The rated quantities are to be those first delivered followed by any unrated quantities. Seller shall accept or reject a rated order in writing (hard copy) or in electronic format within ten (10) working days after receipt of a "DX" rated order or fifteen (15) working days after receipt of a "DO" rated order.

CANCELLATION/TERMINATION: The following clause replaces the Termination clause of the Agreement or Order in which these Special U.S. Government Clauses are attached or incorporated:

TERMINATION: (a) Buyer may terminate this Agreement or any Order issued hereunder, in whole or in part in accordance with the terms of the "Default (Fixed Price Supply and Service)" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the terms of this Agreement or any Order issued hereunder or if Seller becomes insolvent or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement or any Order issued hereunder pursuant to paragraph (a), Buyer may, for its convenience, terminate this Agreement or any Order issued hereunder in whole or, from time to time, in part, in accordance with the applicable Termination for Convenience of the Government (Fixed-Price) clause set forth in FAR 52.249-1 or FAR 52.249-2. (In paragraph (e) of FAR 52.249-2, "1 year" is changed to "6 months.")

DIRECTORATE OF DEFENSE TRADE CONTROL (DDTC) REGISTRATION All manufacturers, exporters, and brokers of defense articles, defense services, or related technical data, as defined on the United States Munitions List (Part 121 of the ITAR), are required to register with DDTC as authorized by 22 USC 2778 (b) (1) (A) (i) and (ii) and 22 CFR Part 122, 129.3, and 129.4.

PRICE REDUCTION

(1) As pertains to any Agreement or Order, and to the extent caused by Seller, if: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or if Buyer incurs any other costs or damages as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, Buyer may proceed in accordance with subsection (3) below.

(2) Where submission of cost or pricing data is required prior to or during performance of the Agreement or Order, if Seller or its lower-tier subcontractors: (i) certify cost or pricing data that are defective; (ii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; and, as a result, (a) Buyer's contract price or fee is reduced; (b) Buyer's costs are determined to be unallowable; (c) any fines, penalties, withholdings, or interest are assessed on Buyer; or (d) Buyer incurs any other costs or damages, Buyer may proceed in accordance with subsection (3) below.

(3) Upon the occurrence of any of the circumstances identified in subsection (1) or (2) above, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Agreement or Order, or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded.

AMENDMENTS REQUIRED BY CUSTOMER OR PRIME CONTRACT

Seller agrees that, upon the request of Buyer, it will negotiate in good faith with Buyer for amendments to the Collins Agreement or Order to incorporate additional terms or to change terms, as Buyer may reasonably deem necessary in order to comply with the applicable Buyer customer contract or prime contract, or with amendments to such customer or prime contract. If such amendment to this Contract or Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract or Order, an equitable adjustment may be made pursuant to the "Changes" clause of this Contract or Order.

FAR CLAUSES BY REFERENCE

Number	Title, Mo/Year
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (9/07)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (6/03)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (4/10)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (12/07)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (9/13)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (7/95)
52.203-7	ANTI-KICKBACK PROCEDURES (5/14)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (7/13)
52.204-2	SECURITY REQUIREMENTS (9/96)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (1/06)
52.209-5	CERIFICATION REGARDING RESPONSIBILITY MATTERS (10/15)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (8/13)
52.211-5	MATERIAL REQUIREMENTS (8/00)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (10/97)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (10/97)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (10/10)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (10/97)
52.215-14	INTEGRITY OF UNIT PRICES (10/97)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (10/04)
52.215-16	FACILITIES CAPITAL COST OF MONEY (6/03)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (10/97)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (10/97)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (10/97)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (6/99)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (10/97)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (10/97)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (10/09)
52.216-10	INCENTIVE FEE (6/11)
52.216-11	COST CONTRACT - NO FEE (4/84)
52.216-7	ALLOWABLE COST AND PAYMENT (6/13)

52.216-8 FIXED FEE (3/97)
 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (5/04)
 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (1/02)
 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (7/90)
 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (2/99)
 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (2/99)
 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (4/84)
 52.222-26 EQUAL OPPORTUNITY (4/02)
 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (12/01)
 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (6/98)
 52.222-37 EMPLOYMENT REPORTS ON VETERANS (12/01)
 52.222-39 RESERVED (12/04)
 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME
 COMPENSATION (9/00)
 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR
 RELATIONS ACT (12/10)
 52.222-41 SERVICE CONTRACT LABOR STANDARDS (11/07)
 52.222-50 COMBATING TRAFFICKING IN PERSONS (2/09)
 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (8/13)
 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
 HYDROFLUOROCARBONS (5/01)
 52.223-13 ACQUISITION OF EPEAT-REGISTERED IMAGING EQUIPMENT (6/14)
 52.223-14 ACQUISITION OF EPEAT-REGISTERED TELEVISIONS (8/03)
 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE
 DRIVING (8/11)
 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
 (1/97)
 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (1/97)
 52.224-1 PRIVACY ACT NOTIFICATION (4/84)
 52.225-1 BUY AMERICAN - SUPPLIES (6/03)
 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (12/03)
 52.225-5 TRADE AGREEMENTS (10/04)
 52.225-8 DUTY FREE ENTRY (2/00)
 52.227-1 AUTHORIZATION AND CONSENT (12/07)
 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (4/84)
 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (6/97)
 52.227-12 RESERVED (1/97)
 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (12/07)
 52.227-14 RIGHTS IN DATA - GENERAL (6/87)
 52.227-16 ADDITIONAL DATA REQUIREMENTS (6/87)
 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
 INFRINGEMENT (8/96)
 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF
 PAYMENT - MAJOR SYSTEMS (1/97)
 52.227-9 REFUND OF ROYALTIES (4/84)
 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (1/97)
 52.230-2 COST ACCOUNTING STANDARDS (4/98)
 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
 (4/98)
 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -
 FOREIGN CONCERNS (5/12)
 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (5/12)
 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (11/99)
 52.232-17 INTEREST (6/96)
 52.232-20 LIMITATION OF COST (4/84)
 52.232-22 LIMITATION OF FUNDS (4/84)

52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (12/13)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (8/12)
52.233-3	PROTEST AFTER AWARD (8/96)
52.233-3 Alt I	PROTEST AFTER AWARD ALT I (6/85)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III DEFENSE PRODUCTION ACT (12/94)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (4/84)
52.242-13	BANKRUPTCY (7/95)
52.242-15	STOP-WORK ORDER (8/89)
52.243-2	CHANGES - COST REIMBURSEMENT (8/87)
52.243-3	CHANGES - TIME AND MATERIALS OR LABOR HOURS (9/00)
52.243-6	CHANGE ORDER ACCOUNTING (4/84)
52.244-5	COMPETITION IN SUBCONTRACTING (12/96)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (7/04)
52.245-1	GOVERNMENT PROPERTY (4/12)
52.245-18	Special Text Equipment (2/93)
52.245-5	RESERVED (5/04)
52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT (5/01)
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT (4/84)
52.246-6	INSPECTION - TIME AND MATERIAL AND LABOR HOURS (5/01)
52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS (6/03)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (4/03)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (2/06)
52.248-1	VALUE ENGINEERING (2/00)
52.249-14	EXCUSABLE DELAYS (4/84)
52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (9/96)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (5/04)
52.223-3 ALT I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alt I (7/95)
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (8/03)
52.223-5 ALT I	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION Alt I (8/03)
52.227-1 ALT I	Authorization and Consent Alt I (4/84)
52.243-2 (Alt V)	Changes Cost Reimbursement (4/84)
52.243-7	NOTIFICATION OF CHANGES (4/84)
52.245-9	USE AND CHARGES (8/05)
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT - FIXED PRICE (8/96)
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT (3/01)
52.245-17	Special Tooling ((blank))
52.225-70	Export License (2/00)

DFARS CLAUSES BY REFERENCE

Number	Title, Mo/Year
252.224-7006	Quarterly Reporting of Actual Contract Performance Outside the United States ((blank))
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS ((blank))

NASA CLAUSES BY REFERENCE

Number	Title, Mo/Year
1852.204-76	Security Requirements for Unclassified Information (1/11)
1852.208-81	Restrictions on Printing and Duplicating (11/04)
1852.211-70	Packaging, Handling, and Transportation (9/05)
1852.219-74	Use of Rural Area Small Businesses (9/90)
1852.219-75	Individual Subcontracting Reports (5/99)
1852.219-76	NASA 8 Percent Goal (7/97)
1852.223-70	Safety and Health Measures and Mishap Reporting (4/02)
1852.223-71	Authorization for Radio Frequency Use (12/88)
1852.223-74	Drug and Alcohol Free Workforce (3/96)
1852.227-11	Patent Rights - Retention by the Contractor (short form) (undated)
1852.227-14	RIGHTS IN DATA - GENERAL (undated)
1852.227-70	New Technology (5/02)
1852.227-71	Requests for Waiver of Rights to Inventions (4/84)
1852.227-72	Designation of New Technology Representative and Patent Representative (7/97)
1852.227-86	Commercial Computer Software - Licensing (12/87)
1852.228-76	Cross-Waiver of Liability for International Space Station Activities (10/12)
1852.228-78	Cross-Waiver of Liability for Science or Space Exploration (10/12)
1852.231-71	Determination of Compensation Reasonableness (3/94)
1852.237-71	Pension Portability (1/97)
1852.237-72	Access to Sensitive Information (6/05)
1852.237-73	Release of Sensitive Information (6/05)
1852.242-71	Travel Outside of the United States (12/88)
1852.242-72	Denied Access to NASA Facilities (8/92)
1852.242-73	NASA Contractor Financial Management Reporting (11/04)
1852.244-70	Geographic Participation in the Aerospace Program (4/85)
1852.245-70	Contractor requests for Government provided property (1/11)
1852.245-72	Liability for Government property furnished for repair or other services (1/11)
1852.245-73	Financial reporting of NASA property in the custody of contractors (1/11)
1852.245-74	Identification and Marking of Government equipment (1/11)
1852.246-70	Human Space Flight Item (3/97)
1852.246-73	Bills of Lading (3/97)
1852.247-71	Protection of the Florida Manatee (3/89)

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OTHER CLAUSES BY FULL TEXT

FULL TEXT TERMS AND CONDITIONS identified in the following section comes from the ORION001 03/26/2007 Orion Supplemental Flowdowns

NOTE: The following clauses from the Orion001 document are currently under negotiation at the Prime Level with the customer, and will be replaced upon execution of the new Orion Supplemental Flowdown.

B. The following additional provisions apply to this Contract:

1. 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 at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and 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. These individuals 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 site until a completed RFR has been 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.

(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.

2. 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 badges will be issued only between the hours of 7:30 a.m. to 4 p.m., Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. 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 declare citizenship and personally sign 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, decals, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

3. SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES (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 be 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). Delete

(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.

(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).**

4. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

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.

5. 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.

6. 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.

8. SUBCONTRACTOR SMALL BUSINESS REPORTING

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 (eSARS) located at <http://www.esars.gov>.

9. **DATA DELIVERABLE MARKING REQUIREMENTS FOR EXPORT CONTROL**

- (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.

10. **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.)

11. **SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY**

RESOURCES (Applicable if your contract involves information technology resources or services in which you must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency) (Communications between the Contractor and the Government shall be made through Lockheed Martin.)

- (a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

1. Computer control of spacecraft, satellites, or aircraft or their payloads;
2. Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
3. Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security 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. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

1. OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
2. NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
3. Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 60 days after contract award, the contractor shall submit for Lockheed Martin approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in any proposal or sealed bid by the Contractor that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Lockheed Martin Procurement Representative, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms through the Lockheed Martin Procurement Representative to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

- (i) IT-1--Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
- (ii) IT-2--Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.
- (iii) IT-3--Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

- (i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;
- (ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and
- (iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The NASA Contracting Officer may permit the Lockheed Martin Procurement Representative to allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of--

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within last three years; or
- (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford Lockheed Martin and NASA, including the Office of the Inspector General, 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, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

12. RIGHTS IN DATA-GENERAL (Supersedes FAR 52.227-14)

(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 (c) 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.

I 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.

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(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.

(c) 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:

(the rest of this page is blank)

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.

1 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.

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**FULL TEXT TERMS AND CONDITIONS identified in the following section comes from the
ORION-SOW-09-2019**

3.5.1.10 Government-Industry Data Exchange Program (GIDEP) Mission Success Bulletins and Government/Industry Data Exchange Program Documents

The Contractor shall implement the Government-Industry Data Exchange Program (GIDEP) and NASA Advisories/Alert process per SDRD S-012, Government-Industry Data Exchange Program and NASA Advisories /Alerts. The Contractor shall notify Lockheed Martin of any Alerts affection or potentially affecting flight hardware. Evaluate Lockheed Martin of any Alerts affecting or potentially affecting flight hardware. Evaluate Lockheed Martin-provided Lesson Learned Notices (LLNs) and Mission Success Bulletins (MSBs) for impact on contract deliverable hardware. Unless otherwise directed by Lockheed Martin, summarize impact of GIDEPs, LLNs and MSBs, and provide a description of impact, part number of hardware effected, and proposed resolution via SDRD S-012. If there is no impact, the status shall be reported quarterly, as a minimum, during the program management reviews.

Deliverables:

The Contractor shall deliver and maintain the following document(s):
SDRD S-012 GIDEPS

OTHER FAR CLAUSES AT FULL TEXT from CorpDoc 4 (11/04)

(a) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(Applicable to solicitations and contracts exceeding \$100,000)

(1) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(2) Contractor certifies that to the best of its knowledge and belief that on and after December 23, 1989—

(a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

(c) Contractor will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(3) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(b) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

(1) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(2) Contractor shall provide immediate written notice to LOCKHEED MARTIN if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) FAR 52.222-22 Previous Contracts and Compliance Reports.

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) and (i) Contractor has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(d) FAR 52.222-25 Affirmative Action Compliance.

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(e) FAR 52.223-13 Certification Of Toxic Chemical Release Reporting (Applicable to competitive solicitations/contracts which exceed \$100,000)

(1) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(2) Contractor certifies that—

(a) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990

(PPA) (42 U.S.C. 13106), Contractor will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(b) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed in 40 C.F.R. 372.65 ;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System (NAICS); or

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and

Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

FULL TEXT TERMS AND CONDITIONS identified in the following section comes from the
Exhibit J Lockheed Martin Space Special Provisions 253-02

PT6D GOVERNMENT AND LOCKHEED MARTIN PROPERTY

A. As used within this clause, the term "property" means "special test equipment" and "special tooling" as defined in FAR 45.101. If this order is placed under a Government contract, all special test equipment and special tooling (other than that subject to a special tooling clause), the cost of which is included in this order, shall upon payment therefore, be considered delivered and become the property of the Government. If this order is not placed under a Government contract, such property upon payment therefore, shall become the property of Buyer.

B. Title to and the right of immediate possession of all such property furnished by Buyer to Seller shall remain in Buyer except that title to such property identified as Government property shall remain in the Government. Buyer does not guarantee the accuracy or the quality of any property supplied by it.

C. Seller shall identify all Government or Buyer property as Government or Buyer property, as appropriate. Seller shall identify all property by showing (i) the Government contract number, if one is indicated on this order, and Buyer's purchase order number and (ii) Buyer's name, part number and tool code number, or property tag provided with this order.

D. The Government and Buyer shall at all reasonable times have access to the premises of Seller wherein any Government or Buyer property is located for the purpose of inspecting such property. Seller shall not modify or reidentify such property without written consent of Buyer. Seller agrees to furnish an inventory of all property as required by Buyer. Such property shall be subject at all times to disposition as Buyer may direct. E. Upon the happening of loss or destruction of or damage to Government or Buyer property, Seller shall notify Buyer thereof, shall take all reasonable steps to protect the property from further damage, and shall furnish to Buyer a statement of (i) the lost, destroyed, or damaged property, (ii) the time and origin of the loss, destruction or damage, and (iii) all known interest in commingled property. Seller shall take such action with respect to the damaged property as Buyer may direct. F. Upon delivery to Seller of Government or Buyer property provided under this order and upon passage of title to the Government or Buyer of property acquired by Seller for use in performance

of this order, Seller assumes the risk of, and shall be responsible for, any loss of or damage to such Government or Buyer property except for reasonable wear and tear.

PT6E PAYMENT/SELLER TOOL CERT

Payment for the acquisition, modification, repair, or re-identification of special test equipment and special tooling covered by this order will be due and payable upon receipt and acceptance by Buyer of (i) a properly documented Seller Tool Certification, and (ii) an acceptable sample or production part, if required, or upon inspection and acceptance of first article as provided in this order. Modification of any special test equipment must be submitted to Collins for permission. Collins in turn, will provide the request to Lockheed Martin.

PTSZ RENT-FREE USE OF GOVERNMENT PROPERTY

Prices and delivery schedules for this order are based on rent-free noninterference use of Government property listed and covered by contract(s) as shown, on the face of this order. Seller, to the extent it is authorized by appropriate Government authority to do so, may use such property on a noninterference basis in the performance of work under this order. In the event the Seller's authority to use the property is limited or terminated by the Government, and such action affects the ability of the Seller to perform this order in accordance with its terms and conditions, then an equitable adjustment in the prices or delivery schedules, or both, as appropriate, shall be made in accordance with the procedures of the Changes clause of this order. Seller certifies that it has not directly or indirectly, through overhead charges or otherwise, included in the price of this Purchase Order any rental charge for the use of the property referred to herein.

PTW2 CALIFORNIA WITHHOLDING TAX

A. In the absence of one of the exemptions stated below or upon receipt of a Notice to Withhold, Lockheed Martin shall withhold and transmit to the California State Franchise Tax Board (FTB) an amount equal to 7% (or such other rate as may be authorized in writing by the FTB) of Seller's submitted invoice for services provided in the State of California. Exempt from the withholding provisions of this clause are: 1. Individuals who are California residents and claim a waiver of the withholding requirement by submitting California State Franchise Tax Board Form 590; 2. Corporations who are qualified to do business in California. B. If a Seller claims to be a California resident, the Seller shall submit to Lockheed Martin, upon award of this order or no later than the first invoice, an executed California Franchise Tax Board Form 590. C. If a Seller corporation claims to be qualified to do business in California, for the purposes of this clause, the Seller shall submit to Lockheed Martin, upon award of this order or no later than the first invoice, a certification by a corporate officer that the corporation is qualified to do business in California. D. Seller shall notify Lockheed Martin within ten (10) days of any change which would affect Seller's status under this clause.

PTD90 SALES TAXES

Exemption from sales/use tax shall be determined by reference to applicable state law:

- (a) If delivery is in Colorado:
If the purchase is a component part, or used as an ingredient of a manufactured product for resale, the item is not taxable under Colorado Sales and Use Tax. All other purchases are taxable, and the taxes must be included in and paid as part of the subcontract with the supplier. Invoices must display labor, all materials and sales taxes paid.
LOCKHEED MARTIN is engaged in the manufacture of special weapons and space vehicles, and is licensed under Colorado Sales Tax license No. 02-72600-0000. The purchase must be for resale and not to be used by LOCKHEED MARTIN employees.
- (b) If delivery is in California:
If the purchase is for property described in the contract for resale, then the purchase is not taxable under California Sales and Use Tax. All other purchases are taxable, and the taxes should be included in and paid as part of the subcontract with the supplier. LOCKHEED MARTIN is engaged in the manufacture of special weapons and space vehicles for sale to the United States Government and for commercial purposes, and is licensed under California Seller's Permit No. SR Z OHC 99-901470. If the purchase is used for any purpose other than retention, demonstration, or display while holding it for sale, the item becomes taxable.
- (c) If delivery is in Florida:
If the purchase is a component part, or used as an ingredient of a manufactured product for resale, the item is not taxable under Florida Sales and Use Tax. Property purchased for inclusion in real property is taxable, and the taxes should be included in and paid as part of the subcontract with the supplier.
LOCKHEED MARTIN is engaged in the manufacture of special weapons and space vehicles for sale to the United States Government and for commercial purposes, and is licensed under Florida Certificate of Registration No. 78-00-076079-63-0. The purchase must be for resale and not to be used by LOCKHEED MARTIN employees.
- (d) If delivery is in Louisiana:
This procurement is exempt from Louisiana Sales Tax under Resale Exemption Number 0377176-001W, R.S. 47.3068, LST-100-1, Title 47, R.S. 1950, and New Orleans, Louisiana, City Sales Tax Under Chapter 56 of the Code of the City of New Orleans.

(end of document)