



**DEPARTMENT OF ENERGY (DOE) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR
COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT**

- A. **INCORPORATION OF DOE/DEAR CLAUSES**
The Department of Energy (DOE) Supplement to the FAR F

C Acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN

CONTRACTOR agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

- E. **PRESERVATION OF THE GOVERNMENT'S RIGHTS**

If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, acting on its own behalf, may modify or limit any rights the Government may have to authorize the CONTRACTOR's use of such Furnished Items in support of other U. S. Government prime contracts.

- F. **DOE FAR SUPPLEMENT FLOWDOWN CLAUSES**

The following DEAR clauses apply as indicated:

REFERENCE	TITLE
(a) 952.204-2	SECURITY (SEP 1997) (Applicable if this Contract involRI

- (b) 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997) (Applicable if this Contract involves classified information.)
- (c) 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR