

LOCKHEED MARTIN CORPORATION

CORPDOC 4C



COST REIMBURSEMENT DEPARTMENT OF ENERGY (DOE) FLOWDOWN PROVISIONS FOR

6. Insert “and Lockheed Martin” after “Contracting Officer” throughout the clause.
7. Insert “or Lockheed Martin Procurement Representative” after “Contracting Officer” throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

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 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. FAR FLOWDOWN CLAUSES.

1. **The following FAR clauses apply as indicated:**

REFERENCE TITLE

- (a) 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

G. DOE FAR SUPPLEMENT FLOWDOWN CLAUSES

1. **The following DEAR clauses apply to this Contract:**

REFERENCE TITLE

- (a) 952.208-70 PRINTING (APRIL 1984) (Not rii84) (Notef2kN0 10.sTJET0()1987016.0005 Twb754 94[9(DC) 9(I4.3(2(LITY C) 9

REFERENCE TITLE

- (a) 952.204-2 SECURITY (MAY 2002) (Applicable if this Contract involves classified information. Replaces FAR 52.204-2.)
- (b) 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997) (Applicable if this Contract involves classified information.)
- (c) 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (Applicable if this Contract is for unclassified research which may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE Order 1240.2. Notes 1 and 2 apply. In paragraph (a), substitute “40 days” for “60 days” in the second sentence.)
- (d) 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995) (Applicable if this Contract includes, at any tier, experimental, developmental, or research work to be performed by a small business firm or domestic non-profit organization. This clause replaces FAR 52.227-11.)
- (e) 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997) (This clause replaces FAR 52.227-12. Applicable if this Contract is for experimental, developmental, or research work.)
- (f) 952.227-14 RIGHTS IN DATA-GENERAL (FEB 1998) (This clause supplements FAR 52.227-14.)
- (g) 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994) (This clause replaces FAR 52.227-23.)
- (h) 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996) (Applicable if this Contract involves the risk of public liability, as defined by the Atomic Energy Act and described in paragraph (d)(2). This clause is not applicable if the Contractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification.)