



2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.
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**

SELLER 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) 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. PROVISIONS OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION FEDERAL ACQUISITION REGULATION SUPPLEMENT (NASA FARs)**

##### **1. The following NASA FAR Supp clauses apply to this Contract:**

- (a) NASA FARs 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) (Note 2 applies.)
- (b) NASA FARs 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) (Note 2 applies.)
- (c) NASA FARs 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- (d) NASA FARs 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)
- (e) NASA FARs 1852.225-70 EXPORT LICENSES (FEB 2000)
- (f) NASA FARs 1852.227-14 RIGHTS IN DATA - GENERAL (undated) (Modifies FAR 52.227-14. Notes 5 applies.)
- (g) NASA FARs 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)



- (i) NASA FARS 1852.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993) (Applicable if the Work is performed in support of "Protected Space Operations" (applicable to the Space Shuttle) as that term is defined in the clause.)
- (j) NASA FARS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994) (Applicable if the Work is performed in support of "Protected Space Operations" (applicable to the Space Station) as that term is defined in the clause.)
- (k) NASA FARS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES (SEP 1993) (Applicable if the Work is performed in support of agreements described in NASA FAR Supp 18-28.371(a), involving ELV launch services.)
- (l) NASA FARS 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994) (Applicable if Contract is a (1) service contract, and (2) cost reimbursable or non-competitive fixed price in excess of \$500,000.)
- (m) NASA FARS 1852.237-71 PENSION PORTABILITY (JAN 1997) (Applicable if this Contract is for services and meets the conditions of paragraph (b) of the clause.)
- (n) NASA FARS 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (Applicable if this Contract requires travel to locations outside of the United States that will be charged direct to the Contract. Substitute "45" days" for "30 days" in the clause. Note 2 applies.)
- (o) NASA FARS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) (Applicable if Work will be performed at a NASA installation.)
- (p) NASA FARS 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (MAR 1989) (Note 2 applies. Note 3 applies only to the first two times "Government" appears in paragraph (e).)
- (q) NASA FARS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCT 2003) (Applicable if the Contractor will possess NASA property during the performance of the Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to LOCKHEED MARTIN no later than October 10. Notes 2 and 4 apply to paragraph (c).)
- (r) NASA FARS 1852.246-70 MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (MAR 1997) (Applicable where Contractor employees will hold positions designated as critical in accordance with 14 CFR 1214.5.)
- (s) NASA FARS 1852.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997) (Applicable if this Contract is for human space flight hardware or flight related equipment.)
- (t) NASA FARS 1852.247-71 PROTECTION OF THE FLORIDA MANATEE (MAR 1989) (Applicable if Contractor is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause.)