



52.232-99, Providing Accelerated Payments to Subcontractors (Deviation 2012-O0014) (Aug 2012)

(Applicable if Seller is a small business concern. "Government" means "Lockheed Martin" and "small business subcontractors" means "Seller's small business lower tier subcontractors." For the avoidance of doubt the parties understand that the government is not obligated to make accelerated payments to the contractor and the government may discontinue making accelerated payments at any time. The payment terms of this contract are not modified notwithstanding the issuance of any accelerated payments under this clause.)

52.236-5, Material and Workmanship (Apr 1984) (Applicable for all purchase lon



the Government of property control system." Disposition of property under paragraphs (i) and (j) shall be made through Lockheed Martin.)

52.245-5, Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts) (Deviation) (as Modified by NASA PIC 04-12) (May 2004) (Applicable if Government property may be acquired, furnished or fabricated under and your contract is cost reimbursable, time and material or labor hour. This clause replaces FAR 52.245-



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(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) 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



8. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (ALT I) (NOV 2004) (Applicable to purchase orders/subcontracts for on-site work at NASA facilities where the contractor will use government facilities.)

(a) The Government property described in the clause at 1852.245-77, G.11 List of Installation- Accountable Property and Services, shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following (e tq-4(he Cope)9(r)-3h tq-4(he 00000(i)-4an)9511)11(Lis)6(t)-4(o000(i)-4an)951T/F4(

(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):



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).

(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.

(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).

10.



The following data items are authorized to use the following modified Limited Rights Notice and Restricted Rights Notice (FAR 52.227-14):

HONEYWELL

LIMITED RIGHTS DATA

Commercial Avionics

- Honeywell implementation of ARINC 653 OS/API
- Honeywell Core Software Developed for 777, 777ER, 737, 787 that is reused on CEV.
- Time and space partition control S/W tools
- Lockstep Processing Design & Application of Lockstep Processing to Byzantine Tolerant Design
- Honeywell implementation of 787 Flight Control Module, Point-to-Point databus, and ACE design
- Honeywell implementation of model based diagnostics from 777, 787 and Primus Epic.
- Honeywell implementation of Aircraft Condition Monitoring Function (prognostics) from 777.
- Software tools for diagnostic developed under Honeywell burden project 62318

Commercial Displays

- Honeywell graphics generation design from 777, or 737, or Primus Epic.
- Honeywell Display Software Developed for 777, 777ER, and 737 that is reused on CEV
- Honeywell Display Unit (DU-1310) (PN 7028140)
- Honeywell LCD Assembly (PN 7028145)



LIMITED RIGHTS DATA

- Solid Amine Formulation, HSC, HSC+, SA9T
- Ambient Temperature Catalyst Oxidizer Substrate, SV774230-201 Multifluid Evaporator Technology
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2) Emergency repair or overhaul work.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Restricted Rights Notice (June 1987) (Modified)

(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) Reserved.

(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;



Function as an internal communications team to disseminate key educational, program/management safety, quality, and mission success messages and themes.

15. SMALL BUSINESS SUBCONTRACTING GOALS (Applicable if you are a large business.)

In meeting the intent of Small /Disadvantaged business participation under this contract, the Contractor agrees to flow down to all first-tier large business subcontractors, as percentages (with corresponding dollar amounts) of their total contract value the same socioeconomic goals agreed to under the prime Contractor subcontracting plan. The Contractor agrees to flow down the goals to other tier large business subcontractors.

16. SUBCONTRACTOR SMALL BUSINESS REPORTING (Applicable if you are a large business.)

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 (eSRS) located at <http://www.esrs.gov>.

17. DATA DELIVERABLE MARKING REQUIREMENTS FOR EXPORT CONTROL (Applicable if you will be delivering any data under this purchase order/subcontract.)

- (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



A. working off-site within 10 miles of JSC; and

B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g., has sustained damage, has been evacuated, etc.)

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages



(e) the flight or surface impact of launch vehicles, ground vehicles and/or spacecraft or components or fragments thereof, including impact of a spacecraft with other spacecraft or components or fragments thereof.

The above risks are "unusually hazardous risks" to the extent such risks result from or arise out of efforts related to the PA-1 flight test performed under Schedule A of this contract. Indemnification will begin at the point that the assets supporting the PA-1 flight test are delivered to the White Sands Missile Range (WSMR) and will end after the completion of the PA-1 flight test. Delivery is defined as the point in time when an asset crosses onto WSMR property, regardless of asset ownership. Completion is defined as the point in time when no more PA-1 assets are in flight. The parties agree that any grant of indemnity for other activities required by this Contract beyond the Schedule A PA-1 flight test shall be the subject of separate contractual action.



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Communication between Seller and the



Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

LOCKHEED MARTIN GUIDANCE NOTE: Please refer to



“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as

(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 th

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(ANSI)/Electronic Industries Alliance (EIA)--748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and

(ii) Earned Value Management procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) required by the contract.

(b) If, at the time of award, the Contractor's EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing cost/schedule control system that is compliant with the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contractor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fd[()] TJET@.00000912 0 612 792 reW80.0BT/F1



(1) For subcontracts with an estimated dollar value of \$50M or more, the following subcontractors shall comply with the requirements of this clause.

Orbital	Aerojet	Hamilton Sundstrand	USA
Honeywell			

(2) For subcontracts with an estimated dollar value of less than \$50M, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

ATK SPACE SYSTEMS INC (P.O. # 8100001398), PARAGON SPACE DELVELOPMENT COPR. (P.O. # 8100000846), GENERAL DYNAMICS ADVANCED (P. O. #8100002087), BALL AEROSPACE & TECHNOLOGIES (P.O. 8100001953)

(g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any undefinitized contract actions.

(End of clause)

30. SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997) (Applicable to Cost Reimbursement Purchase Orders/Subcontracts Only. Documents required by this clause shall be provided by the Contractor to Lockheed Martin.)

(a) (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid-

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract hereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) Contractors shall submit the above referenced transportation documents to the Lockheed Martin Procurement Representative.

Foreign Travel by Contractor Employees on NASA Official Business (JUL 2022)

All NASA travelers are expected to comply with the current guidance and policies regarding health-related requirements in their destination country(ies), as well as the current requirements for reentry into the United States.

In accordance with NPR 2810.2, titled Possession and Use of NASA Information and Information Systems Outside of the United States and United States Territories; NASA official international travelers shall take NASA IT devices or access NASA accounts only when authorized by the Center CIO or their designee, prior to travel. Travelers should follow their Center's international travel process in addition to this requirement statement. Specific questions regarding foreign travel and guidance/policy updates may be directed to the Center FTCs.

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- (a) Mementos are flags, patches, insignia, medallions, minor graphics, and similar items of little commercial value, especially suited for display by the individuals or groups to whom they have been presented.
 - (b) Mementos are welcome aboard Multi-Purpose Crew Vehicle (MPVC) flights, including test flights. However, they are flown as a courtesy-not as an entitlement. The Associate Administrator for the Human Exploration and Operations Mission Directorate, or designee, is free to make exceptions to the accommodation without explanation. Moreover, mementos are ballast not payload. They can be reduced or eliminated (by the Program Manager for the MPCV Program) for weight, volume, or other technical reasons without reference to higher authority.
 - (c) Mementos carried on MPCV flights must be approved by the Associate Administrator for the Human Exploration and Operations (HEO) Mission Directorate, or designee, and stowed only in a designated flight kit. Mementos will not be carried within payload containers other than those designated flight kits.
 - (d) Mementos carried in a designated flight kit will not be sold, transferred for sale, used or transferred for personal gain, or used or transferred for any commercial or fundraising purpose. Items such as philatelic materials and coins that, by their nature, lend themselves to exploitation by the recipients, or create problems with respect to good taste; or that are large, bulky or heavy items will not be approved for flight.
 - (e) NASA is not responsible for loss or theft of, or damage to, mementos of the contractor or its related entities. The contractor assumes the risk of loss or theft, or damage to, any contractor flown mementos, no matter what the cause. For avoidance of doubt, NFS 1852.228-76, Cross Waiver of Liability for International Space Station Activities and Science or Space Exploration Activities (Oct 2012) (DEVIATION), applies to mementos of the contractor and its related entities.
 - (f) NASA will determine the limitations on the number and mass of items flown.
 - (g) All items flown shall be approved, flown and dispositioned in accordance with the process identified in Attachment J-28, Procedures for the EFT-1 Official Flight Fit.
 - (h) Any item carried in violation of the requirements of this subpart shall become the property of the U.S. Government, subject to applicable Federal laws and regulations, and the violator may be subject to disciplinary action, including being permanently prohibited from use of, or, if an individual, from flying aboard or any other spacecraft of the National Aeronautics and Space Administration.



(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 Contracting Officer to enter into any tier subcontract that involves entities defined in paragraph (a).

(End of clause)