Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller’s proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller’s intellectual property or technical data.

**Full Text Clauses**

**Section I**

**I.21 DOMESTIC SOURCE CRITERIA AND COMPLIANCE**

This solicitation is for the express purpose of procuring space transportation services (as defined by 51 U.S.C. §§ 50101 and 50131). As such, in accordance with 51 U.S.C. § 50131 and United States space policy, this procurement is restricted to United States industry entities that qualify as United States commercial providers as defined by 51 U.S.C. § 50101(7) and this solicitation. “United States commercial provider” is defined as any corporation, partnership, joint venture, association, or other entity which is organized or existing under the laws of the United States or any State, and whose controlling interest is held by United States citizens or permanent residents that performs space transportation services or that constructs any space transportation vehicle necessary to perform space transportation services.

“Space transportation services” is defined as the preparation of a space transportation vehicle and its payloads for transportation to, from, or within outer space, or in suborbital trajectory, and the conduct of transporting a payload to, from, or within outer space, or in suborbital trajectory and any other services required in the performance of this contract (or any task order issued thereunder), including services necessary to construct, produce, manufacture, or otherwise provide any and all space transportation vehicles necessary to perform the space transportation services.

“Space transportation vehicle” is defined as any vehicle constructed for the purpose of operating in, or transporting a payload both to and within space.

“Controlling Interest” means ownership of an amount of equity in such entity sufficient to direct management of the entity or to avoid transactions entered into by management. Ownership of at least fifty-one (51) percent of the equity in an entity creates a presumption that such an interest is controlling; however, the ultimate determination as to whether the interest is controlling resides with NASA.

Offerors must certify that they meet these criteria in responding to this solicitation.

Offerors that fail to meet these criteria are ineligible to participate in this procurement.

The Commercial Lunar Payload Service (CLPS) is by definition a space transportation service, and as such, requires the construction of a space transportation vehicle (or vehicles) in order to perform this service. As such, both the CLPS space transportation service provider prime contractor, as well as all firms that construct, produce, manufacture or otherwise provide space transportation vehicles for the purpose of the prime contractor’s performance of CLPS, must be United States commercial providers as defined above. Additionally, throughout its performance of the contract (including any and all task orders awarded thereunder), the CLPS space transportation service provider prime contractor shall provide a CLPS that utilizes domestic end products for all space transportation vehicles required for performance of this contract, inclusive of any launch vehicle and any other space transportation vehicle used to deliver payloads to the lunar surface. CLPS space transportation vehicles will be considered domestic end products only if the cost of their components, mined, produced or manufactured in the United States exceed fifty (50) percent of the cost of all their components. The cost of each component includes transportation costs to the place of incorporation into the CLPS and any applicable duty (whether or not a duty - free entry certificate is issued).

By complying with the above, the CLPS space transportation service provider prime contractor shall also be in compliance with the United States National Space Transportation Policy, dated November 21, 2013 (“Policy”). Per this Policy, all US Government payloads launched pursuant to a task order under this contract must be launched on vehicles manufactured in the United States, unless the US Government payload qualifies as a hosted payload (as defined by NASA Policy Directive (“NPD”) 8610.12H) and NASA elects to avail itself of this exemption in accordance with that policy. NASA will notify prime contractors at time of the release of each request for task order proposals whether the particular task order mission qualifies for the “hosted payload” exemption and whether NASA is electing to utilize said exemption.

Failure to comply with these domestic source limitations may result in NASA exercising its right to terminate the contract for cause in accordance with FAR 52.212-4(m) and the applicable terms of this contract. NASA may elect not to exercise its right to terminate the contract; however, such an election is not a waiver of its right to do so in the future.

(End of text)

**I.35 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)** (Applicable in solicitations for purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where telecommunications or video surveillance equipment or services may be provided as a deliverable or as a component of a deliverable.)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or

Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**I.36 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. "Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

(a) Definitions. As used in this clause—

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Interconnection arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

“Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>.

For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**I.37 1852.239-73 REVIEW OF THE OFFEROR’S INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN (DEVIATION PCD** [**15-03D**](https://www.google.com/search?client=firefox-b-1-e&q=DEVIATION+PCD+15-03D)**)** (Applicable in solicitations for purchase orders/subcontracts where IT systems, or components thereof, or covered telecommunications equipment or service may be acquired.)

(a) Definitions, as used in this provision.

“Acquire” means to procure with appropriated funds by and for the use of NASA through purchase or lease.

“Covered foreign country” means the People’s Republic of China.

“Covered telecommunications equipment or services” means-

• Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

• For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

• Telecommunications or video surveillance services provided by such entities or using such equipment; or

• Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.]

“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the supply chain risk of cyber-espionage or sabotage before the Agency acquires any high-impact or moderate-impact IT system or covered telecommunications equipment or services. The NASA HQ OCIO OCSS will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.

(c) The apparent successful offeror shall provide the following information for all IT systems or component thereof, or covered telecommunications equipment or services offered:

1) A brief description of the item(s) or service(s).

2) Vendor/manufacturer’s company name and address.

3) If known, vendor/manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section and the affirmative representation made by the Offeror in accordance with FAR 52.204-24 (if applicable) to the NASA HQ OCIO OCSS. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service that the HQ OCIO OCSS deems to be a high-impact or moderate-impact or covered telecommunications equipment or service, unless it is determined that the acquisition is in the national interest of the United States. The NASA HQ OCIO OCSS reserves the right to make this decision, without any detailed explanation to the Offeror. The CO will advise the Offeror if any of its proposed IT systems or covered telecommunications equipment or service are not approved and may provide the Offeror an opportunity to revise its proposal accordingly.

(End of provision)

**I.38** **1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION PCD** [**15-03D**](https://www.google.com/search?client=firefox-b-1-e&q=DEVIATION+PCD+15-03D)**)** (Applicable for all purchase orders/subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.)

(a) Definitions, as used in this clause.

“Acquire” means to procure with appropriated funds by and for the use of NASA through purchase or lease.

“Covered foreign country” means the People’s Republic of China.

“Covered telecommunications equipment or services” means-

• Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

• For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

• Telecommunications or video surveillance services provided by such entities or using such equipment; or

• Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor’s supply chain for the risk of cyber-espionage or sabotage before acquiring any high- impact or moderate- impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.

(c) The Contractor shall provide the following information for any IT system, or component thereof, or covered telecommunications equipment or services to be provided in performance of the contract:

1) A brief description of the item(s).

2) The vendor/manufacturer’s company name and address.

3) If known, the vendor/manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable), to the NASA HQ OCIO OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services unless the HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered telecommunications equipment or service to be provided in an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

**FAR Clauses**

**52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)**

**52.204-15,** **Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)** (Applicable if this purchase order/subcontract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller.")

**52.219-8, Utilization of Small Business Concerns (Nov 2016)**

**52.219-9, Small Business Subcontracting Plan (Feb 2018)**

**52.227-14, Rights in Data - General (May 2014) and Alternate II (Dec 2007)** **as modified by NASA FAR Supplement 1852.227-14 (APR 2015)** (Alternate II will also apply.)

**52.227-14, Rights in Data - General (May 2014) and Alternate III (Dec 2007)** **as modified by NASA FAR Supplement 1852.227-14 (APR 2015)** (Alternate III will also apply.)

**52.227-16, Additional Data Requirements (Jun 1987)** (Applicable if Seller will be delivering technical data. “Contracting Officer” means “Lockheed Martin and the Contracting Officer.”)

**52.227-17, Rights in Data – Special Works (Dec 2007)** (Applicable if Seller will be providing data subject to this clause. Communication with the Contracting Officer shall be made through Lockheed Martin. "Government" paragraph (e) includes “Lockheed Martin.")

**52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)** (Applicable for all purchase orders/subcontracts for commercial items where financing payments will be made. "Government" means "Lockheed Martin." The reference to the Termination for Cause clause means the termination for default clause of this purchase order/subcontract.)

**52.232-30 Installment Payments for Commercial Items (Oct 1995)** (Applicable for all purchase orders/ subcontracts for commercial items where installment payments will be paid to the Seller. "Contracting Officer" and "Government" means "Lockheed Martin.")

**52.245-1, Government Property (Jan 2017)**

**52.245-9, Use and Charges (Apr 2012)** (Applicable for all purchase orders/subcontracts when the clause at 52.245-1, Government Property, applies. Communication with the government under this clause will be made through Lockheed Martin.)

**NASA FARS Clauses**

**1852.223-72, Safety and Health (Short Form) (Jul 2015)** (Applicable for all purchase orders/subcontracts in excess of the simplified acquisition threshold.)

**1852.245-76, List of Government-Furnished Property (Jan 2011)** (Applicable if Seller is being furnished Government property.)