Document No. CS113, Rev. 0

# Flowdowns for 2287152

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.

# FAR Clauses

**52.227-1 ALT I, Alternate I - Authorization and Consent (APR 1984)** (Applies only if this contract exceeds the simplified acquisition threshold.)

**52.227-16, ADDITIONAL DATA REQUIREMENTS (JUN 1987)** (Applies only for subcontracts that require the delivery of technical data.)

**52.227-14, RIGHTS IN DATA --GENERAL, ALT II (MAY 2014)**

**52.227-14, RIGHTS IN DATA—GENERAL, ALT III (MAY 2014)**

**52.203-7, ANTI-KICKBACK PROCEDURES (MAY 2014)**

**52.215-23, ANTI-KICKBACK PROCEDURES, ALT I (OCT 2009)** (Applies only for cost-reimbursement subcontracts that exceed the simplified acquisition threshold.)

**52.223-3, Hazardous Material Identification and Material Safety Data, ALT I (JUL 1995)** (Applies only for subcontracts that provide hazardous material for prime contracts with other than the Department of Defense.)

**52.227-1, Authorization and Consent, ALT I (APR 1984)** (Applies only for research and development work, where Alternate I is included in the prime contract.)

**52.227-21, Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (MAY 2014)** (Applies only for subcontracts that require the delivery of technical data.)

**52.249-6, Termination (Cost-Reimbursement) (MAY 2004)** (Applies only for cost reimbursement subcontracts, except as specified as follows: FAR 52.249-5 should be used in subcontracts with educational institutions. FAR 52.249-2 should be used in fixed price subcontracts.)

**52.246-3, INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)**

**52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)**

**52.216-8 FIXED FEE (JUN 2011)** (Applies only for cost plus fixed fee subcontracts)

**52.232-22 LIMITATION OF FUNDS (APR 1984)** (Applies only for incrementally funded cost-reimbursement subcontracts)

**1852.225-70, Export Licenses, ALT I (FEB 2000)**

**A. ASBESTOS MATERIAL (MSFC 52.223-90) (AUG 2015)**

During performance of this contract, Seller personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4663, are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall access http://ais.ndc.nasa.gov/default.aspx or contact MSFC’s Environmental Engineering and

Occupational Health (EEOH) Office for assistance. Seller shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

**B. HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2016)**

(a) If during the performance of this contract, Seller transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to MSFC, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, “Hazardous Material Management.” Seller shall be responsible for ensuring that all Seller/subcontractor personnel are made aware of and comply with this clause. (b) Nothing contained in this clause shall relieve Seller from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

**C. SECURITY AND BADGING REQUIREMENTS (MSFC 52.204-91) (NOV 2016)**

Performance of this contract may require access to facilities, information technology systems, and other resources at the Marshall Space Flight Center and/or the Michoud Assembly Facility. To obtain and maintain access, Seller shall comply with the applicable requirements from the latest revision of (1) NASA Procedural Requirements (NPR) 1600.1, “NASA Security Program Procedural Requirements,” (2) NPR 1600.4, “Identity and Credential Management,” (3) Marshall Procedural Requirements (MPR) 1600.1, “MSFC Security Program Procedural Requirements,” (4) MPR 1600.4, “MSFC Identity, Credential, and Access Management,” and (5) NASA Advisory Implementing Instruction (NAII) 1600.4, “Foreign National Access Management.”

**H. ENVIRONMENTAL-GENERAL CLAUSE (MSFC 52.223-92) (AUG 2010)**

Sellers performing on-site shall comply with all applicable Environmental policies and procedures

BDS Terms and Conditions Guide Effective: 12/15/2021 Page 11 of 16 including, but not limited to, MPD 8500.1, “MSFC Environmental Management Policy” and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Seller, and Seller loss of access to NASA/MSFC facilities.