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 purchase order/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 H - Special Contract Requirements:**

**MSFC 52.209-92, Disclosure of Organizational Conflict of Interest (OCI) after Contract Award (May 2017)** (Applicable for all purchase orders/subcontracts where the work includes or may include tasks related to the OCI. Communications with the Government under this clause shall be made through Lockheed Martin.)

(a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order or resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Organizational Conflict of Interest Plan. If there is an OCI plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships or modification of the work scope.

**MSFC 52.209-94, Resolution of Organizational Conflict of Interest (May 2017)** (Applicable for all purchase orders/subcontracts where the work includes or may include tasks related to the OCI. Communications with the Government under this clause shall be made through Lockheed Martin.)

(a) The Organizational Conflict of Interest (OCI) Plan and its obligations (which includes any appended resolution strategies related to identified OCIs), are hereby incorporated in the contract by reference.

(b) Changes.

(1) Either the Contractor or the Government may propose changes to the OCI Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.

(2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the OCI Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding OCI to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the OCI. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

**Section I - Contract Clauses:**

**1852.225-71, Restriction on Funding Activity with China (DEVIATION) (Feb 2012)** (Applicable for all purchase orders/subcontracts.)

(a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

**CALTECH Commercial Items or Services Contract General Provisions:**

**10. EXPORT COMPLIANCE**

a) LICENSES. The Supplier shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799. Absent license exemptions/exceptions, the Supplier shall obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

b) IDENTIFICATION OF EXPORT CONTROLLED ITEMS. The Supplier shall notify Lockheed Martin in writing prior to delivery if it will provide any items under this Contract controlled under ITAR (i.e., hardware, software, technology, components, accessories, etc.). Any such item(s) or its packaging shall be properly marked to alert Lockheed Martin of the ITAR restrictions upon delivery to Lockheed Martin.

**23. OCCUPATIONAL SAFETY AND HEALTH ACT**

By accepting this Contract, Supplier certifies that all products and services provided conform to current OSHA requirements.

**27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION**

This Contract, if it is of a character specified in the Contract Work Hours and Safety Standards Act (40 USC §3701 et. seq), is subject to the Act, including overtime requirements and penalties for violation.

**FAR Clauses**

**52.203-7, Anti-Kickback Procedures (May 2014)**

**52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

**52.215-12, Subcontractor Certified Cost or Pricing Data (DEVIATION) (Jul 2018)** (The version of the clause in NASA FAR Procurement Class Deviation [PCD 18-04](https://www.hq.nasa.gov/office/procurement/regs/pcd/pcd18-04.pdf) applies in lieu of the standard FAR version of the clause.)

**52.227-1, Authorization and Consent (Dec 2007) and Alternate I (Apr 1984)** (Alternate I also applies.)

**52.227-14, Rights in Data - General (Dec 2007) and Alternate IV (Dec 2007)** (Alternate IV will also apply.)

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

**52.230-2, Cost Accounting Standards (DEVIATION)** **(Jul 2018)** (The version of the clause in NASA FAR Procurement Class Deviation [PCD 18-04](https://www.hq.nasa.gov/office/procurement/regs/pcd/pcd18-04.pdf) applies in lieu of the standard FAR version of the clause.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will apply if this purchase order/subcontract is for research and development.)

**52.244-6, Subcontracts for Commercial Items (Jan 2019)**

**52.246-9, Inspection of Research and Development (Short Form) (Apr 1984)** (Applicable if Seller does not have a cost reimbursable purchase order/subcontract and will be performing research and development work. "Government" means "Lockheed Martin and the Government.")