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**Flow-Downs for 700002859, COMET**

Where necessary, to identify the applicable parties under the following clauses, “Subcontractor” shall mean “Seller,” “Subcontract Manager” shall mean “Lockheed Martin Procurement Representative,” “Subcontract” means this subcontract and “The Company” means “Lockheed Martin.”

**Full-Text Clauses****PUBLIC DISCLOSURE**

- a. The Subcontractor shall not make public release of any information relating directly to the scope included in this Subcontract except as authorized in writing by the Subcontract Manager. In the event the release of information is authorized, the Subcontractor agrees that in the release of information relating to this Subcontract such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the Agency set forth in the authorization.
- b. For the purpose of this clause, “information” includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.
- c. One copy of any information to be released must be submitted to the Subcontract Manager for review and clearance sixty (60) days prior to release. d. Nothing in the foregoing shall affect compliance with the requirements of any other clause contained herein.
- e. The Subcontractor further agrees to include the requirements of this clause in any lower-tier subcontracts awarded as a result of this Subcontract.

**ACCEPTANCE**

The Subcontractor shall provide reasonable efforts to provide support to the Company. The Subcontractor does not warrant that it will complete the Work within the estimated price or estimated number hours of the Task Order. The Subcontractor will, however, use reasonable commercial efforts to complete the work within the estimated price or hours. The Subcontractor is not obligated to complete the Work specified if such completion requires the Subcontractor to exceed the estimated hours identified in the Task Order or exceed the total estimated price unless and until the Company provided written authorization or the additional work.

**SPECIAL REQUIREMENTS**

The Subcontractor shall:

- a. Be responsible for obtaining any necessary licenses and permits, and shall comply with any applicable local laws, statutes, ordinances, codes, rules, and regulations (hereinafter “Laws”) in connection with prosecuting the work (All fees, taxes and charges in connection with the Subcontractor’s compliance shall be paid by the Subcontractor. In the event the Subcontractor violates any Laws, the Subcontractor

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shall pay all fines, penalties, and other expenses, including attorney’s fees, imposed upon or incurred by the Subcontractor.

b. Reduce to writing every subcontract and/or order it awards for work under this Subcontract, unless this requirement is waived in writing by the Subcontract Manager and ensure that (i) Reserved (ii) each of these subcontracts and/or orders are in the Subcontractor's own name; and (iii) none of these subcontracts and/or orders bind or purports to bind the Company or any of the Company’s employees.

c. Cause all work under this Subcontract to be performed in a skillful and workmanlike manner. The Subcontract Manager may require, in writing, that the Subcontractor remove from the work any employee the Subcontract Manager deems incompetent, unprofessional, careless, or otherwise objectionable.

**AUDIT AND RIGHT OF ACCESS**

a. As used in this provision, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, or in the form of computer data. This expressly excludes Subcontractor financial and business records that Subcontractor deems as proprietary.

b. The Subcontractor shall maintain and an authorized representative of the U.S. Government, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred (including the accuracy, completeness, and currency of any cost or pricing data) and any of the Subcontractor’s directly pertinent records involving transactions related to this Subcontract or a lower-tier subcontract hereunder.

c. This right of examination shall include inspection at all reasonable times of the Subcontractor’s plants, or parts of them, engaged in performance of the Subcontract.

d. Buyer shall have right of access to include Buyer’s customer, and regulatory authorities to the applicable areas of Subcontractor facilities and to applicable documented information, at any level of the supply chain with the exclusions identified in paragraph (a) of this clause.

**ATTORNEYS FEES**

Each party shall be responsible for its attorney’s fees, expert witness fees, and court costs incurred if litigations arise under or related to this Subcontract.

**DELIVERY OR PERFORMANCE SCHEDULE**

a. Time is of the essence in the Subcontractor’s performance. The Subcontractor shall take adequate measures to accomplish all elements of work required within time limits which are set forth in the

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schedule, if any, and if no schedule is included, within such time limits for meeting the specified shipping date(s) or performance period(s). The Subcontractor shall provide immediate written notice of any actual or potential delay. Failure to maintain scheduled completion shall be considered a breach of the Subcontractor's obligations. If required by the Company and included in the contract as a deliverable, the Subcontractor shall furnish progress reports. The Subcontractor shall also provide the Company's expediting representatives such information as they may request concerning the Subcontractor's program and schedule.

b. Company reserves the right to direct Subcontractor to schedule, re-schedule, or re-sequence the delivery of goods, material, or equipment. This direction shall be handled in accordance with the Clause 24 (Changes).

c. In the event Subcontractor is delayed in performing any of its obligations under this Subcontract, and such delay is caused by an Act of God, Force Majeure, war, riots, civil insurrection, acts of the public enemy, acts of civil or military authority, pandemic, and which are beyond the reasonable control of, and without any fault or responsibility on the part of the Subcontractor, such delay shall be excused, and the period of such delay shall be added to the Schedule. Subcontractor shall notify Company in writing within 5 business days of an excusable delay. Likewise, Subcontractor shall notify Company in writing within 5 business days if the Subcontractor reasonably anticipates an excusable delay. Whether a delay is an excusable delay or not, Subcontractor shall exercise due diligence to mitigate all delays. Subcontractor shall keep Company continually informed as to the delay and the Subcontractor's mitigation efforts.

d. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work under this Subcontract, from any cause whatsoever, including those for which Company may be responsible in whole or in part, shall give rise to any right to damages of any kind or nature from Company. Subcontractor expressly acknowledges and agrees that it shall receive no damages for delay. Subcontractor's sole remedy against Company for delay shall be the right to seek an extension in the Schedule. Granting of any such time extension shall not be a condition precedent to this no-damages-for-delay provision. This no-damages-for-delay provision shall apply to claims for early completion, as well as claims based on late completion. It is expressly acknowledged and agreed to by Subcontractor that a material inducement to Company to enter into this Order is this no-damages-for-delay provision.

### **CANCELLATION AND DEFAULT**

a. The Company may cancel or suspend all or any part of this Subcontract by written notice. Cancellation or suspension may be based on either the Subcontractor's default of subcontract requirements or for the convenience of the Company. Upon receipt, the Subcontractor shall stop all work, except for work specifically required for complying with the instructions in the cancellation notice. The Subcontractor shall also discontinue placing additional subcontracts and cancel work, both in the Subcontractor's and in any lower-tier subcontractor's possession. Payment shall be mutually agreed upon based on the percentage of the work performed, including costs required to preserve materials, services and work in process, and may include an adjustment for reasonable overheads and

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reasonable profit. Severance pay shall be allowable as provided by FAR 31.205-6(g) included by reference.

b. If the Subcontractor defaults in performance, breaches its obligations, becomes insolvent through a court or bankruptcy proceeding, or makes an assignment for the benefit of creditors, the Company may cancel this Subcontract in whole or in part, with no liability to the Subcontractor, and all amounts paid shall be promptly refunded. The Company may pay the Subcontractor’s actual direct costs incurred up to the date of cancellation, in which case the goods/services or uncompleted portion of the Subcontract shall become the property of the Company, and the Subcontractor shall hold the same for a reasonable time awaiting receipt of the Company’s instructions.

c. Any payments based on cancellation or suspension, whether for default or convenience, shall be in conformance with the applicable cost principles contained in the Federal Acquisition Regulation.

d. The Subcontractor shall include this provision in any subcontracts or orders placed in fulfillment of this Subcontract.

**PROTECTION OF PERSONS AND PROPERTY AND OSHA INFORMATION (Applicable to Construction and/or SCA work)**

**A. Safety Precautions and Programs**

The Subcontract is responsible for protecting its employees from risk of death, injury, or bodily harm arising out of or in any way connected with the Work. Subcontractor shall initiate, maintain, supervise, and is responsible for all safety precautions and programs in connection with the Work. Subcontractor will provide Company upon request a copy of Subcontractor’s safety program. Company hereby disclaims any responsibility or liability for the adequacy or completeness of Subcontractor’s safety program.

**B. Safety of Persons and Property**

1. The Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All employees on the Work and all other persons who may reasonably be affected thereby;
- b. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Subcontractor or any of its sub-tiers; and

2. The Subcontractor shall comply with all applicable laws, ordinances; rules, regulations and lawful orders having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Subcontractor shall exercise the utmost care and shall carry on such activities under the

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supervision of properly qualified personnel as approved by the Subcontractor's Safety representative in advance of the start of such work.

3. All damage or loss to any property referred to in Subparagraph B.1 and B.2 caused in whole or in part by the Subcontractor or its subcontractors shall be remedied by the Subcontractor.

4. Hazardous substances, of which an employer is required by law to notify its employees of their use, shall not be used at the site without prior written approval of Company. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Subcontractor, sub-subcontractors or anyone directly or indirectly employed by them, Subcontractor shall, prior to exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to Company in sufficient detail and time to permit compliance with such laws by Company, other subcontractors and other employers on the site.

5. Subcontractor shall not use asbestos or polychlorinated biphenyl or materials containing those substances in the performance of the Work except with prior written approval of Company and Owner. In the event Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, Subcontractor shall immediately stop Work in the area affected and report the condition to Company in writing. The Work in the affected area shall resume in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of Company and Subcontractor.

6. The Subcontractor shall hold the Company harmless from any and all third party claims, causes of action, loss, costs, damage excluding profit, and expense including reasonable attorney's fees arising out of or in connection with injuries (including death) or damages if such injury or damage results from the gross negligence or willful misconduct of the Subcontractor in connection with this Contract.

7. The Company shall hold the Subcontractor harmless from any and all third-party claims, causes of action, loss, costs damage excluding profit, and expense including reasonable attorney's fees arising out of or in connection with injuries (including death) or damages if such injury or damages results from the gross negligence or willful misconduct of Subcontractor in connection with this Contract .

#### **C. Emergencies**

In any emergency affecting the safety of persons or property, the Subcontractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Subcontractor on account of emergency work shall be determined as provided in the Changes clause.

#### **D. Use of Company Equipment**

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Subcontractor, its employees and sub-subcontractors shall not use Company's equipment without Company's written permission.

**E. OSHA Information**

Subcontractor shall immediately contact Company when Subcontractor becomes aware of an Occupational Safety and Health Administration (OSHA) request for an inspection, conference, communication or any other information concerning the Subcontractor's Work or the Project. Unless OSHA appears with a facially valid administrative search warrant duly issued by a court of competent jurisdiction, Subcontractor will not comply with the agency's request until Company has been notified and acquiesced to such request by the agency. Subcontractor or Company, at its sole option, may require an appropriate warrant to be issued and served on the Subcontractor prior to Subcontractor complying with a request from OSHA for access to the Project. Subcontractor will not enter into any Project related safety settlement or agreement with any federal, state, or local governmental agency until Company receives notice and approves the agreement between the Subcontractor and the agency. Company's notice and approvals or disapproval, if any, of Subcontractor complying with the agency's request does not absolve or alter Subcontractor of its duties and responsibilities under any statute, regulation, citation or ordinance or this Subcontract.

**F. Other Safety Requirements**

The requirements of this Section of the subcontract are in addition to health and safety requirements stated elsewhere in the subcontract documents.

**FAR Clauses**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)** (Applies in lieu of Jan 2025)

**NASA Clauses**

**1852.228-76 CROSS-WAIVER OF LIABILITY (OCT 2012) (DEVIATED)**