**A. INCORPORATION OF FAR AND DFARS CLAUSES**

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.

2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

3. "Contract" means this contract.

4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

6. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.

7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**Supplemental Term(s) Added**:

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| --- | --- | --- | --- |
| **Clause No.** | **Title** | **Date** | **Modifications** |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN | 2/1/2019 |  |
| 252.219-7004 | Small business subcontracting plan (test program). | 10/1/2014 |  |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments. | 4/1/2003 |  |
| 252.225-7976 | (DEVIATION 2018-O0019) Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019) | 8/1/2018 | Applies if Seller will perform work in Japan |
| 252.228-7001 | Ground and Flight Risk. | 6/1/2010 | The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." In paragraph (a) references to "contract" or “contract Schedule” in the definitions for “aircraft”, “covered aircraft” and “flight” means "the prime contract." Paragraph (f) is inapplicable in subcontracts for commercial products or commercial services. Any provisions within this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Clause does not apply in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license. |
| 252.229-7003 | Tax Exemptions (Italy). | 3/1/2012 | The blank in paragraph (b) is completed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| 252.229-7006 | Value Added Tax Exclusion (United Kingdom) | 12/1/2011 | Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract." |
| 252.234-7004 ALT I | Alternate I - Cost and Software Data Reporting System | 11/1/2014 |  |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | 6/1/2013 |  |
| 252.239-7000 | Protection Against Compromising Emanations. | 10/1/2019 | "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services. | 12/1/1991 | Applies if this contract requires securing telecommunications. |
| 252.243-7002 | Requests for Equitable Adjustment. | 12/1/2012 | "Government" means "Lockheed Martin." |
| 252.245-7004 | Reporting, Reutilization, and Disposal. | 12/1/2017 | "Contracting Officer" means Lockheed Martin. |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. | 6/1/2010 |  |
| 52.203-16 | Preventing Personal Conflicts of Interest. | 11/1/2011 |  |
| 52.215-2 ALT I | Alternate I -- Audit and Records - Negotiation. | 3/1/2009 |  |
| 52.222-53 | Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements. | 5/1/2014 |  |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act). | 7/1/2014 | Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| 52.229-8 | Taxes Â Foreign Cost-Reimbursement Contracts. | 3/1/1990 | In paragraph (b), "Contracting Officer" and" Government of the United States" mean "Lockheed Martin."  The blank is completed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| 52.229-9 | Taxes Â Cost-Reimbursement Contracts with Foreign Governments. | 3/1/1990 |  |
| 52.242-15 ALT I | Alternate I - Stop-Work Order. | 4/1/1984 |  |
| 52.243-1 ALT II | Alternate II - Changes-Fixed-Price. | 4/1/1984 |  |
| 52.243-2 ALT II | Alternate II - Changes-Cost-Reimbursement. | 4/1/1984 |  |
| 52.245-9 | Use and Charges. | 4/1/2012 | Communications with the Government under this clause will be made through Lockheed Martin. |
| 52.246-2 ALT I | Alternate I - Inspection of Supplies Fixed-Price. | 7/1/1985 |  |
| 52.249-6 ALT II | Alternate II - Termination (Cost-Reimbursement). | 9/1/1996 |  |
| H-11 | AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR 5252.210-9501) (AUG 2013 | 8/1/2013 |  |
| H-15 | CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011) | 5/1/2011 |  |
| H-25 | COSTS INCURRED FOR SPECIFIC COMMERCIAL AND CONSUMABLE ITEMS |  |  |
| H-26 | USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS |  |  |
| H-6 | PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, O | 2/1/2019 |  |