**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 actually 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**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type** | **Clause No** | **Date** | **Title** | **Modifications or Notes** |
| DFARS | 252.246-7000  | Mar-08 | Material Inspection and Receiving Report. |   |
| DFARS | 252.203-7995  | Nov-16 | (DEVIATION 2017-o0001) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements |   |
| DFARS | 252.204-7000  | Oct-16 | Disclosure of Information. | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| AFFARS | 5352.204-9000  | Mar-12 | Notification of Government Security Activity and Visitor Group Security Agreements |   |
| FAR | 52.209-10  | Nov-15 | Prohibition on Contracting With Inverted Domestic Corporations. |   |
| DFARS | 252.211-7007  | Aug-12 | Reporting of Government-Furnished Property. | Applies if Seller will be in possession of Government property for the performance of this contract. |
| DFARS | 252.215-7000  | Dec-12 | Pricing Adjustments. |   |
| FAR | 52.222-53  | May-14 | Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements. |   |
| FAR | 52.222-60  | Oct-16 | Paycheck Transparency (Executive Order 13673). |   |
| DFARS | 252.225-7994  | Mar-15 | (DEVIATION 2015) ACCESS TO CONTRACTOR & SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS |   |
| DFARS | 252.225-7995  | Jan-15 | (DEVIATION 2015-O0009) Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEV |   |
| FAR | 52.232-39  | Jun-13 | Unenforceability of Unauthorized Obligations. |   |
| DFARS | 252.234-7002A  | Sep-15 | (DEVIATION 2015-O0017) Earned Value Management System. (DEVIATION 2015-O0017) |   |
| AFFARS | 5352.242-9000  | Nov-12 | Contractor Access to Air Force Installations |   |
| DFARS | 252.245-7001  | Apr-12 | Tagging, Labeling, and Marking of Government-Furnished Property. |   |
| DFARS | 252.245-7004  | Sep-16 | Reporting, Reutilization, and Disposal. | "Contracting Officer" means Lockheed Martin. |
| DFARS | 252.203-7994  | Nov-16 | (DEVIATION 2017-o0001) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements |   |
| DFARS | 252.215-7009  | Jan-14 | Proposal Adequacy Checklist |   |
| DFARS | 252.227-7017  | Jan-11 | Identification and Assertion of Use, Release, or Disclosure Restrictions. |  Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| DFARS | 252.204-7004  | Feb-14 | Alternate A, System for Award Management. |   |
| AFFARS | 5352.215-9000  | May-96 | Facility Clearance |   |
| DFARS | 252.217-7026  | Nov-95 | Identification of Sources of Supply. | The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified. |
| FAR | 52.222-24  | Feb-99 | Preaward On-Site Equal Opportunity Compliance Evaluation. |   |
| Special Clause | H-901 |   | TECHNICAL EXPERT STATUS ACCREDITATION (TESA) PACKAGES | See the Special H-Clause language below.  |
| Special Clause | H-903 |   | INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK) | See the Special H-Clause language below.  |
| CFR | 252.244-7000 | Jun-13 | SUBCONTRACTS FOR COMMERCIAL ITEMS |   |
| AFFARS | 5352.201-9101  | Apr-10 | Ombudsman |   |
| DFARS | 252.204-7005  | Nov-01 | Oral Attestation of Security Responsibilities. |   |
| AFFARS | 5352.209-9000  | Oct-10 | Organizational Conflict of Interest |   |
| AFFARS | 5352.209-9000 ALT I  | Oct-10 | Alternate I - Organizational Conflict of Interest (OCT 2010) |   |
| AFFARS | 5352.209-9000 ALT III  | Oct-10 | Alternate III - Organizational Conflict of Interest (OCT 2010) |   |
| AFFARS | 5352.209-9000 ALT IV  | Oct-10 | Alternate IV - Organizational Conflict of Interest (OCT 2010) |   |
| AFFARS | 5352.209-9000 ALT V  | Oct-10 | Alternate V - Organizational Conflict of Interest (OCT 2010) |   |
| AFFARS | 5352.209-9000 ALT VI | Oct-10 | Organizational Conflict of Interest Alternate VI |   |
| FAR | 52.224-1  | Apr-84 | Privacy Act Notification. |   |
| FAR | 52.224-2  | Apr-84 | Privacy Act. | Applies if this contract is for the design, development, or operation of such a system of records. |
| FAR | 52.245-9  | Apr-12 | Use and Charges. | Communications with the Government under this clause will be made through Lockheed Martin. |
| FAR | 52.245-2  | Apr-12 | Government Property Installation Operation Services. | Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin." |
| DFARS | 252.225-7040 DEVIATION 2 | Oct-07 | Contractor Personnel In The United States Central Command Area Of Responsibility |   |
| DAFFARS | 5352.223-9001 | Nov-12 | HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS |   |
| DAFFARS | 5352.242-9001 | Nov-12 | COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL |   |
| DFARS | 252.243-7002 | Dec-12 | REQUESTS FOR EQUITABLE ADJUSTMENT | "Government" means "Lockheed Martin." |
| DFARS | 252.239-7010  | Aug-15 | Cloud Computing Services. | Applies if this Contract involves use of cloud services. |
| USFK Regulation  | Reg 700-19 | Jun-07 | Invited Contractor or Technical Representative Status under U.S.- Republic of Korea ROK |   |
| DFARS | 252.217-7028  | Dec-91 | Over and Above Work. | "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. |
| AFFARS | 5352.223-9000  | Feb-12 | Elimination of Use of Class I Ozone Depleting Substances (ODS) |   |
| **H-Clause Language** |
| H-901  | TECHNICAL EXPERT STATUS ACCREDITATION (TESA) PACKAGES23. LOGISTICAL SUPPORT GERMANY24. IAW Articles 72/73 of the Supplemental Agreement to the NATO Status of Forces Agreement (SOFA), U.S. contractors performing U.S. Government service contracts in the Federal Republic of Germany (German) must obtain approval from the German authorities prior to performance in Germany of any contract positions with non-German citizens of a North Atlantic Treaty Organization (NATO) country.25. The contracting officer or contractor representative shall submit contract notification and status accreditation packages to the COR for which TESA/ASSA accreditation is sought. Depending on contract type, approval from the German authorities may take up to 18 weeks.26. For contractors having a place of performance within the Federal Republic of Germany, contractor logistical support will be provided to contractor and subcontractor employees in Europe in accordance with the North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA). Individual logistics support (ILS) will be provided to contractor employees who have qualified for, and received technical expert status accreditation (TESA) or analytical support status accreditation (ASSA) by the DoD Contractor Personnel Office (DOCPER) and the German State Land Authority in accordance with Articles 72/73 of the Supplemental Agreement to the NATO Status of Forced Agreement in Germany. The U.S. Government (USAFE, other agencies) will provide logistical support to eligible contractor employees, their spouses and family members in accordance with USAFE and other Federal authorizing regulations. The extent of privileges and logistics support provided in foreign areas is set by the local commander, guidance in AFI 20-103, Logistic Support of United States Nongovernmental, Nonmilitary Agencies and Individuals in Overseas Military Commands, and applicable Status of Forces Agreements (SOFAs). Logistic support includes:Commissary (includes rationed items)AAFES Facilities (Military Exchange) (includes rationed items)Armed Forces Recreation FacilitiesClass VI (alcoholic beverages, includes rationed items)Customs ExemptionLegal AssistanceGovernment (non tactical) transportation for official contractLocal Morale/Welfare Recreation ServicesMilitary Banking FacilitiesCredit Union FacilitiesMilitary Postal ServiceOfficer or enlisted clubsPOV (privately owned vehicle) Registration for USAREUR/USEUCOM/SHAPEPurchase of POL (petroleum and oil products)Transient Billets (on a space available basis)Dining facilities while on TDY or deployedDOD Education Activity (DODEA) Schools (on a space available, tuition-paying basis)Pet Registration and ControlNATO Status of Forces Agreement StampAdult education services on a space available basisMilitary treatment facilities (on a space available, fully reimbursable basis)27. The contractor is responsible to ensure all logistical support (e.g. ID cards, ration cards, POV tags and registration, POV and Government-Owned Vehicle (GOV) operator's licenses, security badges, etc.) are returned to the QAP/COR prior to termination from the contract.28. The contractor is responsible to provide 693 ISR GP/LGK with a termination memo within seven duty days of departure of a contract employee. This includes documents for family members.29. The contractor shall comply with, and be bound by, USAREUR Regulations concerning misconduct by any contractor employee or family member receiving logistical support.30. The contractor shall be responsible for cooperating with the appropriate military and civilian authority in the investigation of and resolution of any allegations of misconduct on the part of contractor personnel or his/her family members.31. The contractor is responsible for submitting TESA/ASSA employee applications through the COR for review prior to submission to DOCPER for approval. Note: The requirement for contractor personnel to secure and maintain Secret, Top Secret and/or Compartmented security clearances does not guarantee DOCPER/GE granting of TESA/ASSA in accordance with Article 72/73 of the US/GE SOF32. TEMPORARY DUTY IN SUPPORT OF CONTRACT33. Contract personnel performing temporary duties or site visits within Germany require an approved 'Faxback' prior to arrival. An approved Faxback frees the contractor from paying German income taxes but does not authorize logistical support (meaning BX, commissary, tax free gas, etc. are not authorized). Contractors should contact the local COR for Faxback submissions and process information.34. TDY documents (LOIs) may not authorize commissary/BX privileges for visiting contractors. |
| H-903  | Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage http://www.usfk.mil(a) Definitions. As used in this clause U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amendedCombatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components."Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC)."USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19)."Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:(1) Completion or termination of the contract.(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.(m) Support.(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable-(1) United States, host country, and third country national laws;(2) Treaties and international agreements;(3) United States regulations, directives, instructions, policies, and procedures; and(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.(p) Evacuation.(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.(2) Non-combatant Evacuation Operations (NEO).(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.(q) Next of kin notification and personnel recovery.(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause. |