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

**52.224-1 Privacy Act Notification (Apr 1984)**

**52.224-2 Privacy Act (Apr 1984)**

**52.227-4 Patent Indemnity – Construction Contracts (Dec 2007)**

**52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)** (Applies to subcontracts where software or services will be retransferred to the Government.)

**52.243-2 Changes - Cost Reimbursement, Alternate II (Apr 1987)**

**52.244-5 Competition In Subcontracting (Aug 2024)** (Applies in lieu of Dec 1996)

**52.245-9 Use and Charges (Apr 2012)** (Applicable for all purchase orders and subcontracts where government facilities will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

**52.246-15 Certificate Of Conformance (Apr 1984)** (Applies to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin. Local quality procedures may specify requirements and preferred text for certificates of conformance.)