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.”

**FULL TEXT**

**SSP H-21.2 Disclosure, Use, and Protection of Proprietary Information (Mar 2021)**

1. The Contractor acknowledges that the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents, or other information submitted to the Government in the performance of this contract, which is proprietary to the Contractor.

2. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Contractor or its subcontractors. The Contractor is required to provide full cooperation, working facilities and access to information or facilities to the ISC for the purposes stated in paragraph 1 above.

3. To protect any such proprietary information from unauthorized disclosure or unauthorized use, and to establish the respective rights and duties of both the ISC and the Contractor, the Contractor agrees to enter into a direct agreement with any ISC as the Government requires, which must authorize the Government to independently provide proprietary information to the ISC as required for the performance of Government contracts. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

4. The Contractor shall include in each subcontract language requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

**SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (Mar 2021)**

1. It is the Government’s intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the Contractor during contract performance. It is also the Government’s intent to protect the proprietary rights of third-party contractors whose data the Contractor may receive in the performance of the contract.

2. Accordingly, the Contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer. The Contractor shall require that each of its employees assigned to work under this contract, and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The Contractor shall also require all future company employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the Contractor to secure nondisclosure agreements from its employees may be satisfied by having each employee sign one nondisclosure agreement for the term of their employment, without the need to sign separate nondisclosure agreements for each individual contract which the employee will support. The Contractor will make copies of these individual agreements available to the Contracting Officer upon request.

3. The Contractor may be required to access information which is proprietary to the following third-party contractors in the performance of this contract:

4. The Contractor agrees to enter into agreements with the third-party contractors identified above to: (a) protect such proprietary information from unauthorized use or disclosure for as long as the information remains proprietary; (b) refrain from using the information for any other purpose other than support the Government contract for which it was furnished, and (c) permit the Government to independently provide such proprietary information to the Contractor subject to the restrictions of this SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance. Prior to contract award, the Contractor shall provide a properly executed copy of such agreement(s) to the Contracting Officer in accordance with FAR 9.505-4.

5. The Contractor agrees to include in each subcontract language requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

6. The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney’s fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in the performance of this contract by the Contractor or any person to whom the Contractor has released or disclosed the data.

7. Any changes to the third-party contractor list above, which requires the Contractor to enter into a new direct agreement, will be communicated via contract modification. The Contractor will not be provided access to the additional third-party contractor’s proprietary information until such time as a properly executed copy of the agreement is provided to the Procuring Contracting Officer in accordance with FAR 9.505-4.

SSP H-33 CROSS-UTILIZATION OF GOVERNMENT PROPERTY (GP) ON SSP CONVENTIONAL PROMPT

STRIKE CONTRACTS (Apr 2022)

(a) Definitions. Definitions applicable to this contract are provided in the clause at FAR 52.245-1, Government Property and FAR 52.245-9, Use and Charges. Additional Definitions as used in this clause are: Cross Utilization means sharing GP on a rent-free non-interference use (RFNIU) basis between Authorized Contracts.

Transfer means the reassignment of overall management and accountability responsibilities from one contract to another.

Originating Contract means the contract upon which the GP was initially furnished and to which ownership of the GP remains.

Gaining Contract means the contract to which GP from the Originating Contract will be furnished.

Authorized Contracts are Contracts N00030-19-C-0025, N00030-22-C-1025, and AMTC-19-11-006 (to the extent paragraph (c) is satisfied).

For purposes of this clause, GP includes any equipment, special tooling, and special test equipment acquired or fabricated by the contractor, or any subcontractor.

(b) Cross Utilization of Government Property. This clause does not take precedence over FAR 52.245-9, Use and Charges, except to the extent this clause provides the authorizations required in FAR 52.245-9(b) between cost type contracts where consideration is not required. The Contractor shall not cross-utilize GP for use under any Fixed- Price type Contract Line Item Numbers (CLINs) using this clause. In accordance with FAR 52.245-9 (b), the Contracting Officer authorizes the Contractor to provide, on an RFNIU basis, GP accountable under the Authorized Contracts enumerated in paragraph (a).

(c) Reciprocal Provisions. Cross Utilization of GP accountable under another Authorized Contract is contingent upon inclusion of a clause effectively similar to this one in the respective Authorized Contract.

(d) Additional Rules. The Contractor will comply with the following rules when cross utilizing GP between Authorized Contracts:

(1) The Contractor shall comply with the management and accountability requirements set forth in FAR 52.245-1, Government Property.

(2) Cross Utilization will not interfere with the execution (in terms of cost, schedule, or performance) of the Originating Contract. In the event of a usage conflict, the Originating Contract maintains the right to use the GP.

(3) Since scheduling the Cross Utilization of GP accountable to the Authorized Contracts is controlled by the Contractor, no claim for late delivery or unavailability will be recognized by the Government as described under FAR 52.245-1(d).

(4) For the Cross Utilization of any GP between contracts identified within this SSP H-33 clause, the following shall apply:

(i) The cross utilized GP will be used on a rent-free non-interference basis.

(ii) All property will be kept in a high state of operational readiness through regular use, to include any maintenance and calibration as required.

(iii) No modifications, alterations, or cannibalization may occur to the GP without prior written Contracting Officer approval.

(iv) During cross utilization, the Gaining Contract assumes the risk for loss, damage, destruction, or theft of property during the periods of use identified in the RFNIU notification document sent to the Government in (d)(5) below.

(v) Costs for refurbishment, repair or replacement of GP are borne by the contract for which the Cross Utilization is authorized.

(vi) During Cross Utilization, the Gaining Contract is responsible for all costs associated with removing, transporting from store (if needed), cleaning and preserving property for storage, and returning the property to the designated storage once the GP is no longer needed.

(5) The Contractor shall submit a Rent-Free Non-Interference Use (RFNIU) notification document to the DCMA ACO, DCMA CA, and SSP COR at least 24 hours in advance of the start of any Cross Utilization, to identify to the Government the specific GP being cross utilized. The RFNIU notification document shall include, at a minimum: Dates of Cross Utilization, confirmation of Contractor management approval of the request, current location of GP as well as Cross Utilization location, a description of the GP, acquisition cost of the GP, serial number and/or IUID number of the property.

(e) General.

(1) This clause only gives the Contractor the authority to cross utilize GP amongst the listed contracts herein. This clause does not give the Contractor the authority to Transfer GP to any other contract without specific, written Government approval.

(2) The Government may revoke authorization provided under this clause at any time and require the Contractor to follow the formal process outlined in FAR 52.245-9, Use and Charges, when requesting to cross utilize GP on an RFNIU basis.

REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006)

(NOV 2021)

(a) Definitions. As used in this clause—

(1) “Demilitarization” means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) “Export-controlled items” means items subject to the Export Administration Regulations (EAR) ([15 CFR parts 730-774](https://www.ecfr.gov/current/title-15/part-730)) or the International Traffic in Arms Regulations (ITAR) ([22 CFR parts 120-130](https://www.ecfr.gov/current/title-22/part-120)). The term includes—

(i) “Defense items,” defined in the Arms Export Control Act, [22 U.S.C. 2778(j)(4)(A)](https://www.govinfo.gov/link/uscode/22/2778), as defense articles, defense services, and related technical data, etc.; and

(ii) “Items,” defined in the EAR as “commodities,” “software,” and “technology,” terms that are also defined in the EAR, [15 CFR 772.1](https://www.ecfr.gov/current/title-15/section-772.1).

(3) “Ineligible transferees” means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions

located at <https://sam.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) “Scrap” means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

(5) “Serviceable or usable property” means property with potential for reutilization or sale “as is” or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise

included in this contract, the Contractor shall complete the Plant Clearance Inventory Schedule using the Plant Clearance capability of the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE), an electronic equivalent of the SF form 1428, Inventory Disposal Schedule. Users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

(1) The Plant Clearance Inventory Schedule requires the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2.5 of Volume 2 of DLM 4000.25-2, Supply Standards and Procedures, edition in effect as of the date

of this contract. Information on Federal Condition Codes can be obtained at

<https://www.dla.mil/Portals/104/Documents/DLMS/manuals/dlm/v2/Volume2Change13Files.pdf>.

(2) If the schedules are acceptable, the plant clearance officer shall confirm acceptance in the GFP Module Plant Clearance capability, which will transmit an acceptance email to the contractor. The electronic acceptance is equivalent to the

DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures. (i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory. (1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) \_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) \_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

**FAR Clauses**

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

52.204-21 Basic [Safeguarding](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=b2ef9832bf94d483a3defd51e18280a5&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-21) of Covered Contractor [Information](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=b1fec257bbbf9339978b0004042258d1&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-21) Systems (NOV 2021) (Applies unless Seller is furnishing commercially available off-the-shelf items.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (Note 4 applies in paragraph (b). Reports required by this clause will be made to LOCKHEED MARTIN.)

52.204-23 CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this contract.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)( Applies if this Contract exceeds the threshold in FAR 9.405-2(b). Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.215-14 Alt 1 INTEGRITY OF UNIT PRICES (NOV 2021) ( As prescribed in 15.408(f)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause: (b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.)

52.216-16 INCENTIVE PRICE REVISION—FIRM TARGET (OCT 1997) (Applies if the contract type is an incentive contract with firm targets. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE III (NOV 2021) (Applies if this contract exceeds the threshold at FAR 19.702(a) . Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) (Applies to all subcontracts and contracts with agents.)(Applies if this contract exceeds $3,500, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) (Applies in lieu of clause on the Corp Doc)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022) Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. "Contracting Officer" means "Lockheed Martin."

# FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2022) (Applies to all subcontracts)

52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2022) (Applies in lieu of clause on Corp Docs)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) (Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

52.224-01 PRIVACY ACT NOTIFICATION (APR 1984) (Applies when the SELLER will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

52.224-02 PRIVACY ACT (APR 1984) (Applies if this contract is for the design, development, or operation of such a system of records.)

52.227-01 AUTHORIZATION AND CONSENT ALTERNATE 1 (APR 1984)

52.228-03 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)( Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

52.232-17 INTEREST (MAY 2014) ("Government" means "Lockheed Martin.")

52.239-01 PRIVACY OR SECURTY SAFEGUARDS (AUG 1996)( Applies in Contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

52.243-1 CHANGES-FIXED PRICE ALTERNATE V (Apr 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

52.243-2 CHANGES-COST REIMURSEMENT (AUG 1987) ALTERNATE II (Apr 1984) ALTERNATE V (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

52.245-9 USE AND CHARGES (APR 2012) (Applies when Government property is provided under this contract. Communications with the Government under this clause will be made through Lockheed Martin.)

52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURESEMENT (MAY 2001) (Applies if this Contract is for Research and Development. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged.)

**DFARS CLAUSES**

252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR’S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S. INTERNATIONAL ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009) (Applies in Contracts that are subject to the provisions of the U.S. International atomic Energy Agency Additional Protocol. The blank in the clause is completed with the following\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) (Copies of reports provided by Seller under this clause will be provided to Lockheed Martin.)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (DEC 1991) (Applies if this contract involves precious metals.)

252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST MAJOR DEFFENSE ACQUISITION PROGRAM (OCT 2015)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (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.)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 2022)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (JUN 2022) ALTERNATE 1 (JUN 2022)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

252.225-7013 DUTY FREE ENTRY (DEVIATION 2020-O0019) (MAR 2022)

252.225-7032 WAIVER OF UNITITED KINGDOM LEVIES EVALUATION OF OFFERS (APR 2003) (Applies if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin.")

252.225-7036 BUY AMERICAN FREE TRADE AGREEMENTS BALANCE OF PAYMENTS PROGRAM (DEVIAION 2020-O0019) (MAR 2022) ALT I (MAR 2022)

252.227-7013 RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS ALTERNATE II (MAR 2022)

252.227-7015 TECHINICAL DATA COMMERCIAL ITEMS ALTERNATE 1 (MAR 2022)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (DEC 2022)

252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if Contract exceeds $50,000,000.)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) (Applies if Contract requires SELLER personnel to interact with detainees in the course of their duties.)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019) (Applies if the Seller performs classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies if Seller personnel accesses DoD information systems.)

252.239-7010 CLOUD COMPUTING RESOURCES (SEP 2022) (Applies if Contract involves cloud services.)

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if Contract requires securing telecommunications.)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022) (Applies if the contract is over $150,000. “Government” means “Lockheed Martin”)

252.245-7001 TAGGING, LABLELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (APR 2012) (Applies when the items furnished by the Seller will be subject to serialized tracking.)

252.246-7001 WARRANTY OF DATA BASIC (MAR 2014) (Applies if the Contract if data will be acquired from the Contractor. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")