**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**:

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| --- | --- | --- | --- | --- |
| **Type** | **Clause No** | **Date** | **Title** | **Needed Modifications** |
| FAR | 52.202-1  | 11/1/2013 | Definitions. |   |
| FAR | 52.203-15  | 6/1/2010 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. |   |
| FAR | 52.209-10  | 11/1/2015 | Prohibition on Contracting With Inverted Domestic Corporations. |   |
| FAR | 52.222-44  | 5/1/2014 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. | Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract. |
| FAR | 52.222-56  | 3/1/2015 | Certification Regarding Trafficking in Persons Compliance Plan. | In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin." |
| FAR | 52.222-99  | 6/1/2014 | ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) |   |
| FAR | 52.223-14  | 6/1/2014 | Removed and Reserved (Toxic Chemical Release Reporting.) |   |
| FAR | 52.223-14 ALT I  | 6/1/2014 | Alternate I - Acquisition of EPEAT - Registered Televisions. |   |
| FAR | 52.223-15  | 12/1/2007 | Energy Efficiency in Energy-Consuming Products. |   |
| FAR | 52.223-16 ALT I  | 6/1/2014 | Alternate I - IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. |   |
| FAR | 52.227-21  | 5/1/2014 | Technical Data Declaration, Revision, and Withholding of Payment-Major Systems. | "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d). |
| FAR | 52.232-17  | 5/1/2014 | Interest. | "Government" means "Lockheed Martin." |
| FAR | 52.232-39  | 6/1/2013 | Unenforceability of Unauthorized Obligations. |   |
| FAR | 52.239-1  | 8/1/1996 | Privacy or Security Safeguards. |   |
| FAR | 52.245-9  | 4/1/2012 | Use and Charges. | Communications with the Government under this clause will be made through Lockheed Martin. |
| FAR | 52.249-4  | 4/1/1984 | Termination for Convenience of the Government (Services) (Short Form). | "Contracting Officer" and "Government" means "Lockheed Martin." |
| DFARS | 252.204-7000  | 10/1/2016 | Disclosure of Information. | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| DFARS | 252.204-7014  | 5/1/2016 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors. |   |
| DFARS | 252.209-7010  | 8/1/2011 | Critical Safety Items. |   |
| DFARS | 252.211-7007  | 8/1/2012 | Reporting of Government-Furnished Property. | Applies if Seller will be in possession of Government property for the performance of this contract. |
| DFARS | 252.211-7008  | 9/1/2010 | Use of Government-Assigned Serial Numbers |   |
| DFARS | 252.225-7001 ALT I  | 12/1/2017 | Alternate I - Buy American and Balance of Payments Program. |   |
| DFARS | 252.225-7008  | 3/1/2013 | Restriction on Acquisition of Specialty Metals. |   |
| DFARS | 252.225-7027  | 4/1/2003 | Restriction on Contingent Fees for Foreign Military Sales. | The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted. |
| DFARS | 252.225-7028  | 4/1/2003 | Exclusionary Policies and Practices of Foreign Governments. |   |
| DFARS | 252.228-7003  | 12/1/1991 | Capture and Detention. |   |
| DFARS | 252.239-7016  | 12/1/1991 | Telecommunications Security Equipment, Devices, Techniques, and Services. | Applies if this contract requires securing telecommunications. |
| DFARS | 252.243-7002  | 12/1/2012 | Requests for Equitable Adjustment. | "Government" means "Lockheed Martin." |
| DFARS | 252.245-7001  | 4/1/2012 | Tagging, Labeling, and Marking of Government-Furnished Property. |   |
| DFARS | 252.245-7004  | 12/1/2017 | Reporting, Reutilization, and Disposal. | "Contracting Officer" means Lockheed Martin. |
| DFARS | 252.247-7003  | 6/1/2013 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. | Communication with the Contracting Officer shall be made through Lockheed Martin. |
| AFFARS | 5352.201-9101  | 6/1/2016 | Ombudsman |   |
| AFFARS | 5352.223-9000  | 11/1/2012 | Elimination of Use of Class I Ozone Depleting Substances (ODS) |   |
| DFARS | 252.225-7993  | 9/1/2015 | PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) |   |
| FAR | 52.225-3  | 5/1/2014 | Buy American-Free Trade Agreements-Israeli Trade Act. |   |