**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.

C. The following Federal Acquisition Regulation (FAR) clauses from Buyer’s prime contract are incorporated by reference and/or in full text.

**Supplemental Term(s) Added**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause No.** | **Title** | **Date** | **Modifications** |
| 52.203-7 | Anti-Kickback procedures | May-14 | Paragraph (c)(1) does not apply. |
| 52.203-16 (Dev) | Preventing Personal Conflicts of Interest (AUG 2018) (Deviation 2018-O0018) | Aug-18 |  |
| 52.204-2 | Security Requirements | Aug-96 | Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract. |
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES | May-14 | [Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.](https://cyberguide.global.lmco.com/fa222-41.htm) |
| 52.223-13 | Acquisition of Epeat®-Registered Imaging Equipment | Jun-14 |  |
| 52.223-13 ALT I | Acquisition of Epeat®-Registered Imaging Equipment - Alternate I | Oct-15 |  |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | Dec-07 |  |
| 52.223-16 | Acquisition of Epeat®-Registered Personal Computer Products | Oct-15 |  |
| 52.223-16 ALT I | Acquisition of Epeat®-Registered Personal Computer Products-Alternate I | Jun-14 |  |
| 52.225-13 | Restrictions on Certain Foreign Purchases | Jun-08 | Communication required under this clausefrom/to Seller to/from the Contracting Officer shall be through Lockheed Martin. |
| 52.227-11 Alt IV | PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR | Dec-07 | Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract. |
| 52.230-2 (DEV) | Cost Accounting Standards (DEVIATION 2018-O0015) | Jul-18 |  |
| 52.239-1 | Privacy or Security Safeguards | Aug-96 |  |
| 52.245-9 | Use and Charges | Apr-12 | Communications with the Government under this clause will be made through Lockheed Martin. |
| 52.246-15 | Certificate of Conformance | Apr-84 |  |
| 52.246-7 | Inspection Of Research And Development Fixed Price | Aug-96 | "Government" means "Lockheed Martin and the Government " in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin." |
| 52.246-8 | Inspection Of Research And Development Cost Reimbursement | May-01 | "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 |
| 52.247-68 | Report of Shipment (REPSHIP) | Feb-06 |  |
| 52.249-4 | Termination for Convenience of the Government (Services) (Short Form) | Apr-84 | "Contracting Officer" and "Government" means "Lockheed Martin." |
| 52.249-9 | Default (Fixed Price Research and Development) | Apr-84 | "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. |

D. The following Defense Federal Acquisition Regulation Supplement (DFARS) clauses from Buyer’s prime contract are incorporated by reference and/or in full text:

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause No.** | **Title** | **Date** | **Modifications** |
| 252.204-7000 | Disclosure of Information | Oct-16 | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors | Feb-19 |  |
| 252.209-7009 | Organizational Conflict of Interest-Major Defense Acquisition Program. | May-19 |  |
| 252.211-7007 | Reporting of Government Property | Aug-12 | Applies if Seller will be in possession of Government property for the performance of this contract. |
| 252.219-7004 | Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (Test Program) | May-19 |  |
| 252.235-7011 | Scientific or Technical Report | Dec-19 |  |
| 252.239-7001 | Information Assurance Contractor Training and Certification | Jan-08 |  |
| 252.239-7010 | Cloud Computing Services | [Oct-16](https://cyberguide.global.lmco.com/df239-10.htm#OCT_2016) | Applies if this Contract involves use of cloud services. |
| 252.243-7002 | Requests for Equitable Adjustment | Dec-12 | "Government" means "Lockheed Martin." |
| 252.244-7000 | Subcontracts for Commercial Items | Jun-13 |  |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | Apr-12 |  |
| 252.245-7004 | Reporting, Reutilization, and Disposal | [Dec-17](https://cyberguide.global.lmco.com/df245-04.htm#DEC_2017) | "Contracting Officer" means Lockheed Martin. |
| 252.246-7001 | Warranty of Data | Dec-91 | "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." |
| 252.246-7001 Alt II | Warranty of Data - Alternate II | Dec-91 | "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." |
| 252.246-7006 | Warranty Tracking of Serialized Items | [Mar-16](https://cyberguide.global.lmco.com/df246-06.htm#MAR_2016) |  |