

**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:**

Clause No.	Title	Date	Modifications
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	5/1/2014	N/A.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	5/1/2014	
252.204-7000	Disclosure of Information.	10/1/2016	In paragraph (b) "ContractingOfficer" means "Lockheed Martin" and "10 days" means "20days."
52.215-12	Subcontractor Certified Cost or Pricing Data.	5/1/2018	Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise

## B1B/B52 REPAIRS, Rev 1

FA8539-21-D-0003

8/7/2024

			exempt from the requirement to provide cost or pricing data.
252.219-7004	Small Business Subcontracting Plan (Test Program).	5/1/2019	
52.222-42	Statement of Equivalent Rates for Federal Hires.	5/1/2014	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.
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment.	5/1/2014	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.
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten.	10/1/2020	The clause does not apply where an exception in paragraph (c) applies.
52.232-17	Interest.	5/1/2014	"Government" means "LockheedMartin."
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	6/1/2013	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.
52.243-1 ALT I	Alternate I - Changes-Fixed-Price.	4/1/1984	None.
252.243-7002	Requests for Equitable Adjustment.	12/1/2012	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	4/1/2012	"Government" means "LockheedMartin."
252.245-7004	Reporting, Reutilization, and Disposal.	12/1/2017	N/A.
52.225-13	Restrictions on Certain Foreign Purchases.	6/1/2008	"Contracting Officer" means Lockheed Martin.