**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** |
| 52.202-1 | Definitions | 6/1/2020 |  |
| 52.203-3 | Gratuities | 4/1/1984 |  |
| 52.203-5 | Covenant Against Contingent Fees | 5/1/2014 |  |
| 52.203-8 | Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity | 5/1/2014 |  |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | 5/1/2014 |  |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 | 6/1/2010 |  |
| 52.203-16 | Preventing Personal Conflicts of Interest | 6/1/2020 |  |
| 52.204-2 | Security Requirements | 3/1/2021 | 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. |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | 8/1/2020 |  |
| 52.214-26 | Audit and Records -- Sealed Bidding | 6/1/2020 | Applies if this contract exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data. "Contracting Officer" means "Lockheed Martin and the Contracting Officer." |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | 8/1/2020 | Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data. |
| 52.215-22 | Limitations on Pass-Through Charges--Identification of Subcontract Effort | 10/1/2009 |  |
| 52.216-4 | Economic Price Adjustment -- Labor and Material | 1/1/2017 |  |
| 52.216-16 | FAR 52.216-17 Incentive Price Revision -- Firm Target | 10/1/1997 | "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. |
| 52.216-17 | Incentive Price Revision -- Successive Targets | 10/1/1997 | "Contracting officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (k) is deleted. The blanks in the clause are completed with the amounts specified in the contract. |
| 52.216-25 | Contract Definitization | 10/1/2010 |  |
| 52.222-43 | Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) | 8/1/2018 | Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) 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. |
| 52.222-44 | FAR 52.222-43 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. |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | 2/1/2021 | Applies if this contract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government." |
| 52.224-2 | Privacy Act | 4/1/1984 | Applies if this contract is for the design, development, or operation of such a system of records. |
| 52.225-1 | Buy American -- Supplies | 1/1/2021 | Applicable if the Work contains other than domestic components as defined by this clause. |
| 52.225-13 | Restrictions on Certain Foreign Purchases | 2/1/2021 | Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin. |
| 52.225-26 | Contractors Performing Private Security Functions Outside the United States | 10/1/2016 |  |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) | 7/1/2014 | Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| 52.232-16 | Progress Payments | 6/1/2020 | "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government." |
| 52.234-4 | Earned Value Management System | 11/1/2016 | The terms "Contracting Officer" and "Government" include Lockheed Martin. |
| 52.239-1 | Privacy or Security Safeguards | 8/1/1996 |  |
| 52.245-2 | Government Property (Installation Operation Services) | 4/1/2012 | Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin." |
| 52.245-9 | Use and Charges | 4/1/2012 | Communications with the Government under this clause will be made through Lockheed Martin. |
| 52.246-11 | Higher-Level Contract Quality Requirement | 12/1/2014 | Higher-Level Contract Quality Requirement |
| 52.230-5 | FAR 52.230–5 Cost Accounting Standards—Educational Institutions | 6/1/2020 |  |
| 252.204-7000 | Disclosure of Information | 10/1/2016 | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| 252.204-7014 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors | 5/1/2016 |  |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | 1/1/2021 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | 11/1/2020 |  |
| 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material | 12/1/1991 | Applies if this contract involves precious metals. |
| 252.209-7009 | Organizational Conflict of Interest--Major Defense Acquisition Program | 5/1/2019 |  |
| 252.211-7006 | Passive Radio Frequency Identification | 12/1/2019 |  |
| 252.211-7007 | Reporting of Government-Furnished Property | 8/1/2012 | Applies if Seller will be in possession of Government property for the performance of this contract. |
| 252.219-7004 | Small Business Subcontracting Plan (Test Program) | 5/1/2019 |  |
| 252.222-7000 | Restrictions on Employment of Personnel | 3/1/2000 |  |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals | 3/1/2013 |  |
| 252.225-7025 | Restriction on Acquisition of Forgings | 12/1/2009 | Applies if the Work contains forging items described by the clause. |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments | 4/1/2003 |  |
| 252.225-7035 | DFARS 252.235-7035 Buy American -- Free Trade Agreements -- Balance of Payments Program Certificate | 11/1/2014 |  |
| 252.225-7036 | Buy American -- Free Trade Agreements -- Balance of Payments Program | 12/1/2017 |  |
| 252.225-7039 | Defense Contractors Performing Private Security Functions | 6/1/2016 |  |
| 252.225-7040 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States | 10/1/2015 | Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin. |
| 252.225-7047 | Exports by Approved Community Members in Performance of the Contract | 6/1/2013 | The blanks paragraph (b) is completed as follows TBD. |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions | 1/1/2011 | Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| 252.227-7018 | Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovation Research (SBIR) Program | 2/1/2014 |  |
| 252.228-7001 | Ground and Flight Risk | 6/1/2010 | In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. |
| 52.232-7017 | Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration | 4/1/2020 | "Government" means "Lockheed Martin. |
| 252.234-7002 | Earned Value Management System | 5/1/2011 | "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. |
| 252.234-7004 | Cost and Software Data Reporting System | 11/1/2014 | In paragraph (b), "Government" means Lockheed Martin. |
| 252.237-7023 | Continuation of Essential Contractor Services | 10/1/2010 | "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin. |
| 252.239-7010 | Cloud Computing Services | 10/1/2016 | Applies if this Contract involves use of cloud services. |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services | 12/1/1991 | Applies if this contract requires securing telecommunications. |
| 252.243-7002 | Requests for Equitable Adjustment | 12/1/2012 | "Government" means "Lockheed Martin." |
| 252.244-7000 | Subcontracts for Commercial Items | 1/1/2021 |  |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | 4/1/2012 |  |
| 252.246-7001 | Warranty of Data - Basic | 3/1/2014 | "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." |
| H1 | Surveillance | 5/4/2021 | Buyer reserves the right of access to any and all facilities where work is being performed or is scheduled to be performed, including the facilities of sub-tier suppliers in order to perform item inspections, surveys or system/process surveillances as part of verification of conformance to the requirements of this PO contract. This right of access applies to the prime contractor's customers including the U.S. Government. |