

5/24/23

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
52.246-8	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.
204.7108	Payment Instructions	Oct-09	None
52.204-2	Security Requirements.	Mar-21	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.
52.215-12	(DEVIATION 2022-00001) Subcontractor Certified Cost or	AUG-20	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

22-C0013 HR0011-22-C-0013

5/24/23

	Pricing Data (DEVIATION 2022-00001)		from the requirement to provide cost or pricing data.
52.225-13	Restrictions on Certain Foreign Purchases.	Dec-21	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.
52.232-39	Unenforceability of Unauthorized Obligations.	Jun-13	None
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan-22	None
52.245-9	Use and Charges.	Apr-12	Communications with the Government under this clause will be made through Lockheed Martin.
252.204-7000	Disclosure of Information.	Oct-16	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan-21	Copies if reports provided by Seller under this clause will be provided to Lockheed Martin.
252.211-7007	Reporting of Government-Furnished Property.	Aug-12	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).	May-19	None
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	Oct-20	The clause does not apply where an exception in paragraph (c) applies.
252.225-7972	(DEVIATION 2020-00015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015)	May-20	None
252.225-7978	(DEVIATION 2019-00006) Restriction on Acquisition of Certain Magnets and Tungsten. (DEVIATION 2019-00006)	Jan-19	None
252.243-7002	Requests for Equitable Adjustment.	Dec-12	"Government" means "Lockheed Martin."
252.244-7000	Subcontracts for Commercial Items.	Jan-21	None
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr-12	None
252.245-7004	Reporting, Reutilization, and Disposal.	Dec-17	"Contracting Officer" means Lockheed Martin.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services.	Dec-91	Applies if this contract requires securing telecommunications.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	Jan-11	Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.