

INTEGRATED COMMON PROCESSOR

N00039-23-C-9000

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
252.244-7000	Subcontracts for Commercial Items.	Jan-21	
52.246-15	Certificate of Conformance.	Apr-84	
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.
252.204-7000	Disclosure of Information.	Oct-16	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."

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252.234-7002	Earned Value Management System	May-11	"Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.
52.203-16	Preventing Personal Conflicts of Interest.	Jun-20	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May-14	
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-00001)	Oct-21	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.
52.225-13	Restrictions on Certain Foreign Purchases.	Feb-21	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.
52.227-3	Patent Indemnity.	Apr-84	
52.229-8	Taxes Foreign Cost-Reimbursement Contracts.	Mar-90	In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____.
52.232-39	Unenforceability of Unauthorized Obligations.	Jun-13	
52.232-17	Interest.	May-14	"Government" means "Lockheed Martin."
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan-22	
52.245-9	Use and Charges.	Apr-12	Communications with the Government under this clause will be made through Lockheed Martin.
252.204-7004	Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN	Feb-19	
252.211-7008	Use of Government-Assigned Serial Numbers	Sep-10	
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	

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252.225-7976	(DEVIATION 2018-00019) Contractor Personnel Performing in Japan. (DEVIATION 2018-00019)	Aug-18	
252.225-7972	(DEVIATION 2020-00015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015)	May-20	
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	Apr-03	
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.	Apr-03	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.
252.243-7002	Requests for Equitable Adjustment.	Dec-12	"Government" means "Lockheed Martin."
252.245-7004	Reporting, Reutilization, and Disposal (DEVIATION 2022-00006)	Nov-21	"Contracting Officer" means Lockheed Martin.
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr-12	
52.223-15	Energy Efficiency in Energy-Consuming Products.	May-20	
52.223-16	Acquisition of EPEAT(tm)-Registered Personal Computer Products.	Oct-15	
52.223-13	Acquisition of EPEAT(tm)- Registered Imaging Equipment.	Jun-14	
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.
52.204-27	Prohibition on a ByteDance Covered Application.	Jun-23	