**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**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type** | **Clause No** | **Date** | **Title** | **Needed Modifications** |
| DFARS | 252.246-7000  | Mar-08 | Material Inspection and Receiving Report. |   |
| FAR | 52.202-1  | Nov-13 | Definitions. |   |
| FAR | 52.203-16  | Dec-11 | Preventing Personal Conflicts of Interest. |   |
| FAR | 52.209-10  | Nov-15 | Prohibition on Contracting With Inverted Domestic Corporations. |   |
| FAR | 52.223-13  | Jun-14 | Acquisition of EPEAT(tm)- Registered Imaging Equipment. |   |
| FAR | 52.223-13 ALT I  | Oct-15 | Acquisition of EPEAT(tm)-Registered Imaging Equipment. |   |
| FAR | 52.223-16  | Oct-15 | Acquisition of EPEAT(tm)-Registered Personal Computer Products. |   |
| FAR | 52.225-3  | May-14 | Buy American-Free Trade Agreements-Israeli Trade Act. |   |
| FAR | 52.232-16 ALT III  | Apr-03 | Alternate III - Progress Payments. | "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." |
| FAR | 52.232-17  | May-14 | Interest. | "Government" means "Lockheed Martin." |
| FAR | 52.232-39  | Jun-13 | Unenforceability of Unauthorized Obligations. |   |
| FAR | 52.237-11  | Sep-08 | Accepting and Dispensing of $1 Coin. |   |
| FAR | 52.239-1  | Aug-96 | Privacy or Security Safeguards. |   |
| FAR | 52.245-9  | Apr-12 | Use and Charges. | Communications with the Government under this clause will be made through Lockheed Martin. |
| FAR | 52.249-9  | Apr-84 | Default (Fixed-Price Research and Development). | "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. |
| DFARS | 252.204-7005  | Nov-01 | Oral Attestation of Security Responsibilities. |   |
| DFARS | 252.204-7014  | May-16 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors. |   |
| DFARS | 252.209-7009  | Oct-15 | Organizational Conflict of Interest-Major Defense Acquisition Program. |   |
| DFARS | 252.211-7000  | Oct-10 | Acquisition Streamlining. |   |
| DFARS | 252.211-7007  | Aug-12 | Reporting of Government-Furnished Property. | Applies if Seller will be in possession of Government property for the performance of this contract. |
| DFARS | 252.211-7008  | Sep-10 | Use of Government-Assigned Serial Numbers |   |
| DFARS | 252.215-7000  | Dec-12 | Pricing Adjustments. |   |
| DFARS | 252.223-7006 ALT I  | Sep-14 | Alternate I - Prohibition on Storage and Disposal of Toxic and Hazardous Materials. |   |
| DFARS | 252.227-7013 ALT II  | Mar-11 | Alternate II - Rights in Technical Data--Noncommercial Items. |   |
| DFARS | 252.243-7002  | Dec-12 | Requests for Equitable Adjustment. | "Government" means "Lockheed Martin." |
| DFARS | 252.245-7001  | Apr-12 | Tagging, Labeling, and Marking of Government-Furnished Property. |   |
| DFARS | 252.245-7004  | Sep-16 | Reporting, Reutilization, and Disposal. | "Contracting Officer" means Lockheed Martin. |
| DFARS | 252.219-7003 (DEVIATION) | Aug-16 | Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) |   |
| DFARS | 252.239-7010  | Oct-16 | Cloud Computing Services. | Applies if this Contract involves use of cloud services. |
| DFARS | 252.232-7004A  | Mar-20 | (DEVIATION 2020-O0010) DoD Progress Payment Rates. (DEVIATION 2020-O0010) |   |
| FAR | 52.232-16A  | Mar-20 | (DEVIATION 2020-O0010) Progress Payments. (DEVIATION 2020-O0010) | "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." |
| SECTION | 52.232-16 | Mar-20 | PROGRESS PAYMENTS (DEVIATION 2020-O0010) | "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." |