**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** |
| NAVAIR | 5252.247-9507  | Oct-05 | PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.247-9508  | Jun-98 | PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) |   |
| NAVAIR | 5252.247-9510  | Oct-05 | PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.247-9514  | Sep-99 | TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999) |   |
| NAVAIR | 5252.246-9514  | Feb-95 | INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995) |   |
| NAVAIR | 5252.216-9506  | Mar-99 | MINIMUM AND MAXIMUM QUANTITIES (NAVAIR) (MAR 1999) |   |
| NAVAIR | 5252.247-9505  | Feb-95 | TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995) |   |
| NAVAIR | 5252.201-9500  | Sep-12 | TECHNICAL POINT OF CONTACT (TPOC) (NAVAIR) (SEP 2012) |   |
| NAVAIR | 5252.204-9503  | Jan-07 | EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007) |   |
| NAVAIR | 5252.232-9501  | Oct-05 | SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.232-9510  | Oct-05 | PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.232-9524  | Oct-05 | ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.242-9511  | Nov-17 | CONTRACT ADMINISTRATION DATA (NAVAIR) (SEP 2012) |   |
| NAVAIR | 5252.209-9510  | Mar-07 | ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007) |   |
| NAVAIR | 5252.211-9510  | May-11 | CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011) |   |
| NAVAIR | 5252.216-9512  | Jun-09 | PAPERLESS CONTRACTING (NAVAIR) (JUN 2009) |   |
| NAVAIR | 5252.216-9534  | Oct-05 | TASK ORDERS PROCEDURES (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.225-9506  | Jan-92 | VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (NAVAIR) (JAN 1992) |   |
| NAVAIR | 5252.227-9505  | Aug-87 | TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR) (AUG 1987) |   |
| NAVAIR | 5252.227-9511  | Feb-09 | DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) |   |
| NAVAIR | 5252.228-9501  | Mar-99 | LIABILITY INSURANCE (NAVAIR) (MAR 1999) |   |
| NAVAIR | 5252.232-9516 ALT I  | Oct-05 | ALLOTMENT OF FUNDS- INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR) (JUL 1985 |   |
| NAVAIR | 5252.243-9505  | Oct-05 | ENGINEERING CHANGES (NAVAIR) (OCT 2005) |   |
| NAVAIR | 5252.245-9520 ALT I  | Aug-03 | ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005) - ALT I (AUG 2003) |   |
| FAR | 52.204-2 ALT I  | Apr-84 | Alternate I - Security Requirements. | 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. |
| FAR | 52.209-10  | Nov-15 | Prohibition on Contracting With Inverted Domestic Corporations. |   |
| FAR | 52.215-12 DEV | Jul-18 | (DEVIATION 2018-O0015) SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | 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. |
| FAR | 52.222-17  | May-14 | Nondisplacement of Qualified Workers |   |
| FAR | 52.223-16 ALT I  | Jun-14 | Alternate I - IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. |   |
| FAR | 52.232-17  | May-14 | Interest. | "Government" means "Lockheed Martin." |
| FAR | 52.232-39  | Jun-13 | Unenforceability of Unauthorized Obligations. |   |
| FAR | 52.245-9  | Apr-12 | Use and Charges. | Communications with the Government under this clause will be made through Lockheed Martin. |
| DFARS | 252.204-7000  | Oct-16 | Disclosure of Information. | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| 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 | 252.239-7001  | Jan-08 | Information Assurance Contractor Training and Certification. |   |
| DFARS | 252.239-7010  | Oct-16 | Cloud Computing Services. | Applies if this Contract involves use of cloud services. |
| 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 | 252.237-7010  | Jun-13 | Prohibition on Interrogation of Detainees by Contractor Personnel. |   |
| DFARS | 252.245-7004  | Dec-17 | Reporting, Reutilization, and Disposal. | "Contracting Officer" means Lockheed Martin. |
| FAR | 52.204-27  | Jun-23 | Prohibition on a ByteDance Covered Application. |   |