Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller’s proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller’s intellectual property or technical data.

# FAR Clauses

**52.203-7, Anti-Kickback Procedures (May 2014)**

**52.204-10, Reporting Executive Compensation and First Tier Subcontract Awards (Oct 2018)**

**52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items. Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this purchase order/subcontract.)

**52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items.)

**52.216-7, Allowable Cost and Payment (Aug 2018)**

**52.219-8, Utilization of Small Business Concerns (Oct 2018)**

**52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018)** (The version of the clause in DoD Class Deviation [2018-O0018](https://www.acq.osd.mil/dpap/policy/policyvault/USA002260-18-DPC.pdf) applies in lieu of the standard FAR version of the clause.)

**52.222-17, Nondisplacement of Qualified Workers (May 2014)** (Applicable for all purchase orders/ subcontracts for services in excess of $150,000.)

**52.222-50, Combating Trafficking in Persons (Jan 2019)**

**52.227-1, Authorization and Consent (Dec 2007) and Alternate I (Apr 1984)** (Alternate I will also apply.)

**52.232-17, Interest (May 2014)** (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause. “Government” means “Lockheed Martin.”)

**52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013)** (Applicable to all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where software or services will be retransferred to the Government.)

**52.243-1, Changes – Fixed Price (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will also apply if this purchase order/subcontract is for research and development.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate I (Apr 1984)** (Alternate I will also apply if this purchase order/subcontract is for services and no supplies are to be furnished.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate II (Apr 1984)** (Alternate II will also apply if this purchase order/subcontract is for services and supplies are to be furnished.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will also apply if this purchase order/subcontract is for research and development.)

**52.244-6, Subcontracts for Commercial Items (Aug 2019)**

**52.245-9, Use and Charges (Apr 2012)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through Lockheed Martin.)

**52.246-7, Inspection of Research and Development -- Fixed-Price (Aug 1996)** (Applicable if this purchase order/subcontract is fixed price and for research and development. "Government" means "Lockheed Martin and the Government" in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin".)

**52.246-8, Inspection of Research and Development – Cost Reimbursement (May 2001)** (Applicable if Seller has a cost reimbursement purchase order/subcontract that is for research and development. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.)

**52.249-9, Default (Fixed-Price Research and Development) (Apr 1984)** (Applicable if Seller has a fixed price purchase order/subcontract for research and development. "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.)

# DFARS Clauses

**252.203-7003, Agency Office of the Inspector General (Aug 2019)**

**252.203-7004, Display of Fraud Hotline Poster(s) (Aug 2019)**

**252.204-7000, Disclosure of Information (Oct 2016)** (Applicable to all purchase orders/subcontracts. In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

**252.211-7007, Reporting of Government-Furnished Property (Aug 2012)** (Applicable if Seller will be in possession of Government property for the performance of this purchase order/subcontract.)

**252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (May 2019)**

**252.219-7004, Small Business Subcontracting Plan (Test Program) (May 2019)** (Applicable if Seller participates in the DoD test program described in DFARS 219.702-70.)

**252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014)** (Applicable for all purchase orders/subcontracts that require, may require, or permit Seller access to a DoD installation. "Government" means "Lockheed Martin and Government.")

**252.225-7052, Restriction on the Acquisition of Certain Magnets and Tungsten (Apr 2019)** (Applicable to all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, that require delivery of supplies that may contain covered materials.)

**252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019)**

**252.234-7002, Earned Value Management System (DEVIATION) (Sep 2015)** (The version of the clause in DoD Class Deviation [2015-O0017](https://www.acq.osd.mil/dpap/policy/policyvault/USA005138-15-DPAP.pdf) applies in lieu of the standard DFARS version of the clause. Applicable if Seller is listed in paragraph (k) of this clause in the prime contract. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

**252.234-7004, Cost and Software Data Reporting System--Basic (Nov 2014)** (Applicable if this purchase orders/subcontracts in excess of $50,000,000. In paragraph (b), "Government" means “Lockheed Martin.”)

**252.235-7011, Final Scientific or Technical Report (Jan 2015)** (Applicable to all purchase orders/subcontracts for research and development.)

**252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)** (Applicable for all purchase orders/subcontracts that may require Seller personnel to interact with detainees in the course of their duties.)

**252.243-7002, Requests for Equitable Adjustment (Dec 2012)** (Applicable to all purchase orders/ subcontracts over $150,000. “Government” means “Lockheed Martin”)

**252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)** (Applicable for purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the items furnished by Seller will be subject to serialized tracking.)

**252.245-7004, Reporting, Reutilization, and Disposal (Dec 2017)** (Applicable to all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, containing the clause at 52.245-1, Government Property. "Contracting Officer" means “Lockheed Martin.”)

**252.246-7000, Material Inspection and Receiving Report (Mar 2008)** (Applicable if direct shipments will be made to the Government.)

**252.246-7001, Warranty of Data (Mar 2014)** (Applicable if Seller will be delivering data. "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.")

**252.247-7023, Transportation of Supplies by Sea—Basic (Feb 2019)**

**252.249-7002, Notification of Anticipated Contract Termination or Reduction (May 2019)**

**AFFARS Clause**

**5352.223-9000,** **Elimination of Use of Class I Ozone Depleting Substances (ODSs) (Nov 2012)** (Applicable for all purchase orders/subcontracts.)

**5352.223-9001, Health and Safety on Government Installations (Nov 2012)** (Applicable if Seller will be performing work on a government installation. "Contracting Officer" means "Lockheed Martin.")

**5352.242-9000, Contractor Access to Air Force Installations (Nov 2012)** (Applicable if Seller will be performing work on a government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")