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.

**DARPA Full Text Clauses**

**4. Travel**

(c) Non-University/For-Profit Performers: Reimbursement for travel-related expenses shall be as stipulated in FAR 31.205-46 and DFARS 252.231-7000.

(d) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract.

**7. Invention Disclosure** (Applicable for all purchase orders/subcontracts. Communication under this clause shall be made through Lockheed Martin.)

All communications required for invention disclosures and reports shall be submitting to the Administrative Contracting Officer (ACO). Additionally, a copy of the interim and final invention disclosure reports shall be provided to DARPA/CMO, ATTN: Contract Closeout, at email: CMO\_Closeout@darpa.mil.

All unclassified required reporting shall be accomplished using the i-Edison.gov reporting website (<http://s-edison.info.nih.gov/iEdison/>).

**8. Public Release or Dissemination of Information** (Applicable for all purchase orders/subcontracts. Communications with the Government under this clause will be made through Lockheed Martin.)

(a) At this time, DARPA expects the work performed under this contract will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval, which will be communicated to the Contractor by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. These restrictions must be flowed down to all subcontractors. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARS 252.235-7010.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the PRC and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx. 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to PRC@darpa.mil or via hard copy to 675 North Randolph Street, Arlington VA 22203-2114, telephone (571) 218-4235. Refer to http://www.darpa.mil/work-with-us/contract-management/public-release for information about DARPA's public release process.

**9. Associate Contractor Agreements** (Applicable for all purchase orders/subcontracts which require access to proprietary information belonging to the Associate Contractor.)

(a) It is recognized that success of the Blackjack Satellite Integration research effort depends in part upon the open exchange of information between the various Associate Contractors involved in the effort. This requirement is intended to ensure that there will be appropriate coordination and integration of work by the Associate Contractors to achieve complete compatibility and to prevent unnecessary duplication of effort. By executing this contract, the Contractor assumes the responsibilities of an Associate Contractor. For the purpose of this requirement, the term Contractor includes subsidiaries, affiliates, and organizations under the control of the contractor (e.g. subcontractors).

(b) Work under this contract may involve access to proprietary or confidential data from an Associate Contractor. To the extent that such data is received by the Contractor from any Associate Contractor for the performance of this contract, the Contractor hereby agrees that any proprietary information received shall remain the property of the Associate Contractor and shall be used solely for the purpose of the Blackjack Satellite Integration research effort. Only that information which is received from another contractor in writing and which is clearly identified as proprietary or confidential shall be protected in accordance with this requirement. The obligation to retain such information in confidence will be satisfied if the Contractor receiving such information utilizes the same controls as it employs to avoid disclosure, publication, or dissemination of its own proprietary information. The receiving Contractor agrees to hold such information in confidence as provided herein so long as such information is of a proprietary/confidential or limited rights nature.

(c) The Contractor hereby agrees to closely cooperate as an Associate Contractor with the other Associate Contractors on this research effort. This involves as a minimum:

(1) maintenance of a close liaison and working relationship;

(2) maintenance of a free and open information network with all Government-identified associate Contractors;

(3) delineation of detailed interface responsibilities;

(4) entering into a written agreement with the other Associate Contractors setting forth the substance and procedures relating to the foregoing, and promptly providing the Contracting Officer with a copy of same; and,

(5) receipt of proprietary information from the Associate Contractor and transmittal of Contractor proprietary information to the Associate Contractors subject to any applicable proprietary information exchange agreements between associate contractors when, in either case, those actions are necessary for the performance of either.

(d) In the event that the Contractor and the Associate Contractor are unable to agree upon any such interface matter of substance, or if the technical data identified is not provided as scheduled, the Contractor shall promptly notify the DARPA TTO Program Manager. The Government will determine the appropriate corrective action and will issue guidance to the affected Contractor.

(e) The Contractor agrees to insert in all subcontracts which require access to proprietary information belonging to the Associate Contractor, a requirement which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Associate Contractors for this research effort include:

Contractor Technical Area

Telesat Canada/ Telesat U.S. Services LLC Bus Development

Airbus U.S. Space and Defense, Inc. Bus Development

Blue Canyon Technologies Bus Development

Trident Systems, Inc. Payload Development

SA Photonics, Inc. Payload Development

Systems & Technology Research Payload Development

Collins Aerospace (Goodrich Corporation) Payload Development

Northrup Grumman Systems Corporation Payload Development

Raytheon Company Payload Development

Sky Quantum, Inc. Payload Development

Airbus U.S. Space and Defense, Inc. Payload Development

L3Harris Technologies, Inc. Payload Development

BAE Systems Information and Electronic Systems Integration Pit Boss

SEAKR Engineering, Inc. Pit Boss

Scientific Systems Company, Inc. Pit Boss

# FAR Clauses

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

**52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)**

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

**52.230-2, Cost Accounting Standards (DEVIATION) (Jul 2018)** (The version of the clause in DoD Class Deviation [2018-O0015](https://www.acq.osd.mil/dpap/policy/policyvault/USA001197-18-DPAP.pdf) applies in lieu of the standard FAR version of the clause.)

**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 for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where software or services will be retransferred to the Government.)

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

**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.)

**52.246-8, Inspection of Research and Development -- Cost-Reimbursement (May 2001)** (Applicable if Seller have a cost reimbursable purchase order/subcontract and will be performing research and development work. "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.)

# DFARS Clauses

**252.204-7000, Disclosure of Information (Oct 2016)** (Applicable for 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.)

**252.225-7052, Restriction on the Acquisition of Certain Magnets and Tungsten (Apr 2019)**

**252.225-7978, Restriction on Acquisition of Certain Magnets and Tungsten (Jan 2019) (Deviation** [**2019-O0006**](https://cyberguide.global.lmco.com/source-dod-cd-2019-o0006.pdf)**)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for supplies.)

**252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)** (This clause is applicable to solicitations for purchase orders/subcontracts that include the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items. "Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer."  In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

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

**252.239-7016, Telecommunications Security Equipment, Devices, Techniques, And Services (Dec 1991)** (Applicable if this purchase order/subcontract requires securing telecommunications.)

**252.243-7002, Requests for Equitable Adjustment (Dec 2012)** (Applicable for 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 all 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 for 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.”)