**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.

**C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.

2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.

4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.

6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.

7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

**Supplemental Term(s) Added**:

Notes numbers if used from above are the same notes from the LM Corp Docs that are part of the purchase order plus those noted below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause #** | **Title** | **Version** | **Notes** |
| [52.217-2](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.217-2&SID=1) | Cancellation Under Multi-year Contracts. | Oct-97 | Notes 1 & 2 apply. In paragraph (e) "1 year" is changed to "six months." |
| [52.222-17](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.222-17&SID=1) | Nondisplacement of Qualified Workers | May-14 | None |
| [52.225-3](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.225-3&SID=1) | Buy American-Free Trade Agreements-Israeli Trade Act. | May-14 | None |
| [52.227-21](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.227-21&SID=1) | Technical Data Declaration, Revision, and Withholding of Payment-Major Systems. | May-14 | Note 2 applies. "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d). |
| [52.247-64 ALT II](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.247-64%20ALT%20II&SID=1) | Alternate II - Preference for Privately Owned U.S.-Flag Commercial Vessels. | Feb-06 | In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor."  Note 2 applies. |
| [252.204-7010](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.204-7010&SID=6) | Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-Internat | Jan-09 |  |
| [252.225-7027](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.225-7027&SID=6) | 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. |
| [252.225-7028](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.225-7028&SID=6) | Exclusionary Policies and Practices of Foreign Governments. | Apr-03 |  |
| [252.239-7000](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.239-7000&SID=6) | Protection Against Compromising Emanations. | Jun-04 | Note 2 applies in paragraphs (c) and (d). |
| [252.239-7001](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.239-7001&SID=6) | Information Assurance Contractor Training and Certification. | Jan-08 |  |
| [252.239-7016](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.239-7016&SID=6) | Telecommunications Security Equipment, Devices, Techniques, and Services. | Dec-91 | Applies if this contract requires securing telecommunications. |
| [252.243-7002](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.243-7002&SID=6) | Requests for Equitable Adjustment. | Dec-12 | Note 1 applies. |
| [252.245-7001](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.245-7001&SID=6) | Tagging, Labeling, and Marking of Government-Furnished Property. | Apr-12 |  |
| [252.245-7004](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.245-7004&SID=6) | Reporting, Reutilization, and Disposal. | Dec-17 | Note 2 applies. |
| [252.246-7000](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.246-7000&SID=6) | Material Inspection and Receiving Report. | Mar-08 | Applies if this contract requires delivery of Items directly to the Government. |