
LOCKHEED MARTIN CORPORATION
CORPDOC 4A (Modified for JSF N00019-02-C-3002 on 3 September 2003)

**COST REIMBURSEMENT DEFENSE FEDERAL ACQUISITION
REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS FOR
SUBCONTRACTS/ PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS
UNDER A U.S. GOVERNMENT PRIME CONTRACT**

A. Incorporation of DFARS Clauses.

The Defense Federal Acquisition Regulation Supplement (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 than 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.

B. Government Subcontract.

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the FAR clauses referenced below and otherwise in this Contract:

1. "CONTRACTOR" means the Seller, as defined in Corporate Document 3, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
2. "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.
3. "Contract" means this contract.
4. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

C. Notes.

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

2. Substitute "LOCKHEED MARTIN Purchasing 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 the CONTRACTOR to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

D. Amendments Required By Prime Contract.

CONTRACTOR agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" Clause of this Contract.

E. DoD FAR Supplement (DFARS) Flowdown Clauses.

REFERENCE	TITLE
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(1) The following DFARS clauses apply to this Contract:

252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END-PRODUCTS AND COMPONENTS) (AUG 2000) - (See Note 2.)
252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (AUG 2000). (See Note 2.)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998).

252.227-7013 **RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995) and ALT 1 (JUN 1995).**

252.227-7014 **RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) and ALT 1 (JUN 1995).**

252.227-7016 **RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995).**

252.227-7019 **VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995).**

252.227-7025 **LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995) - For subparagraph (c)(1) (See Note 3.)**

252.227-7027 **DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) - (See Note 4.)**

252.227-7030 **TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) - (See Notes 1 and 2.)**

252.227-7036 **DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997).**

252.227-7037 **VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999).**

252.228-7005 **ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) - (In subparagraph (a), see Note 5; in subparagraph (b) see Note 3.)**

252.231-7000 **SUPPLEMENTAL COST PRINCIPLES (DEC 1991).**

252.235-7010 **ACKNOWLEDGMENT AND SUPPORT OF DISCLAIMER (MAY 1995).**

252.242-7005 **COST/ SCHEDULE STATUS REPORT (MAR 1998).**

252.242-7006 **COST/SCHEDULE STATUS PLANS (MAR 1997).**

252.243-7000 **ENGINEERING CHANGE PROPOSALS (SEP 1999) with ALTERNATE I (MAY 1994) - (Insert "or amount" after "price" in the clause. LOCKHEED MARTIN will supply the Contract-specific information when appropriate. See Note 2.)**

252.244-7000 **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD Contracts) (MAR 2000).**

252.246-7001 **WARRANTY OF DATA (DEC 1991).**

252.247-7024 **NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) - (See Note 2.)**

- (2) The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$100,000:

252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (MAR 1999) - (In this clause, the terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) through (d). Delete paragraph g; See Note 2.)**

252.209-7000 **ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) - (See Note 5.)**

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000).**

252.225-7014 **PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) ALTERNATE I (MAR 1998) - (Applicable if the Work to be furnished hereunder contains specialty metals.)**

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) - (Substitute the DFARS clause for the FAR clause 52.247-64 in all Contracts for ocean transportation of supplies; In paragraph (f) delete the reference to the “Prompt Payment” clause; See Notes 1, 2, except for paragraph (c) of the clause which shall retain its original meaning.)**

- (3) The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

252.225-7026 **REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000).**

252.249-7001 **NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991).**

252.249-7002 **NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996) - (See Note 2. Delete subparagraph (d)(1) and the first 5 words of subparagraph (d)(2).)**

- (4) The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$1,000,000:

252.211-7000 **ACQUISITION STREAMLINING (DEC 1991).**

- (5) The following DFARS clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:

- 252.215-7000 **PRICING ADJUSTMENTS (DEC 1991) -**
(Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)
- 252.217-7027 **CONTRACT DEFINITIZATION (OCT 1998) –**
(Applicable when the LOCKHEED MARTIN Purchasing Representative requires work to be performed under an Undefined Contractual Action (UCA).) Insert the applicable information in paragraphs (a), (b), and (d). If at the time of entering into an undefinitized contractual action, the Lockheed Martin Purchasing Representative knows that the definitive contractual action will meet the criteria for not requiring submission of cost or pricing data, the words “cost or pricing data” may be deleted from paragraph (a) of the clause. In the sixth and seventh lines of paragraph (c) of the clause, delete the words “, with the approval of the head of the contracting activity.” See Notes 1. and 2.
- 252.219-7003 **SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)(APR 1996).** (Applicable if FAR 52.219-9 applies to this contract; delete subparagraph (g).)
- 252.223-7001 **HAZARD WARNING LABELS (DEC 1991) -**
(Applies if this Contract requires submission of hazardous material data sheets; see FAR 23.302(c).)
- 252.225-7001 **BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) -** (Substitute the DFARS clause for the FAR clause 52.225-3 in all Contracts for supplies; applicable if the Work contains other than domestic components as defined by this clause.)
- 252.225-7002 **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991) -** (Applicable if 252.225-7001 applies to this Contract.)
- 252.225-7016 **RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998) -**
(Applicable if items supplied under this Contract contain ball or roller bearings. See Note 2.)

- 252.225-7022 **RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER (JUN 1997).** (Applicable only if the Items provided under this CONTRACT contain PAN. See Note 2.)
- 252.225-7025 **RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997) -** (Applicable if any item to be delivered under this CONTRACT contains restricted forgings as defined in this clause.)
- 252.225-7032 **WAIVER OF UNITED KINGDOM LEVIES (OCT 1992) -** (Applicable if this Contract exceeds \$1 million and is with a United Kingdom firm. See Note 2.)
- 252.234-7001 **EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)** (Applicable to subcontractors specified in LOCKHEED MARTIN's prime contract for application of EVMS criteria, which are currently identified in the "Instructions" to Buyers and Subcontract Administrators found in the Material Management internal website on the JSF Program CORPDOCs revised as of September 3, 2003.) See Notes 1. and 2., amended as follows: in Note 1., also substitute "LOCKHEED MARTIN" for "the Department of Defense" in paragraph (b) of this clause.)
- 252.239-7016 **TELECOMMUNICATIONS, SECURITY EQUIPMENT, DEVICES, TECHNIQUES and SERVICES (DEC 1991).** (Applicable to all CONTRACTS which require the securing of telecommunications.)
- 252.243-7001 **PRICING OF CONTRACT MODIFICATIONS (DEC 1991) -** (Applicable only if this is a fixed price contract.)
- 252.245-7001 **REPORTS OF GOVERNMENT PROPERTY (MAY 1994) -** (Applicable if Government Property provided or acquired under this Contract. CONTRACTOR shall submit its required reports to LOCKHEED MARTIN, not later than October 10, notwithstanding anything to the contrary in this clause. See Note 5.)