**3116 (4/5/21) 6531107354 N00019-19-D-0015 Lot 14 Production and 15 FACO**

The following additional clauses apply 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 such Prime Contract shall apply instead. If any of the clauses are expressly made inapplicable by a threshold amount or other limitation, they shall be self-deleting.

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| DFARS | 252.203-7004 | Oct 2015 | Display of Hotline Posters. (applicable to subcontracts that exceed $5.5M except subcontracts for commercial items. Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause) |
| DFARS | 252.209-7010 | Aug 2011 | Critical Safety Items. |
| DFARS | 252.211-7006 | Sep 2011 | Passive Radio Frequency Identification. (applicable if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause) |
| DFARS | 252.211-7007 | Aug 2012 | Reporting of Government-Furnished Property. (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.211-7008 | Sep 2010 | Use of Government-Assigned Serial Numbers (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.219-7004 | Oct 2014 | Small business subcontracting plan (test program). (applicable if Seller participates in the test program described in DFARS 219.702) |
| DFARS | 252.225-7027 | Apr 2003 | Restriction on Contingent Fees for Foreign Military Sales. (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) |
| DFARS | 252.225-7028 | Apr 2003 | Exclusionary Policies and Practices of Foreign Governments. |
| DFARS | 252.225-7032 | Apr 2003 | Waiver of United Kingdom Levies--Evaluation of Offers. (applicable if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin") |
| DFARS | 252.227-7017 | Jan 2011 | Identification and Assertion of Use, Release, or Disclosure Restrictions. ("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) |
| DFARS | 252.228-7001 | Jun 2010 | Ground and Flight Risk. (in paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss) |
| DFARS | 252.229-7006 | Dec 2011 | Value Added Tax Exclusion (United Kingdom) (applicable if Seller is a United Kingdom firm. "This contract" means "the prime contract") |
| DFARS | 252.239-7000 | Jun 2004 | Protection Against Compromising Emanations. (applicable if Seller will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d)) |
| DFARS | 252.239-7001 | Jan 2008 | Information Assurance Contractor Training and Certification. (applicable if Seller personnel will access DoD information systems under the subcontract) |
| DFARS | 252.239-7016 | Dec 1991 | Telecommunications Security Equipment, Devices, Techniques, and Services. (applicable to subcontracts that require securing telecommunications) |
| DFARS | 252.243-7002 | Dec 2012 | Requests for Equitable Adjustment. (applicable to subcontracts that exceed $150,000. "Government" means "Lockheed Martin") |
| DFARS | 252.245-7001 | Apr 2012 | Tagging, Labeling, and Marking of Government-Furnished Property. (applicable to subcontracts where the items furnished by Seller will be subject to serialized tracking) |
| DFARS | 252.245-7004 | Mar 2015 | Reporting, Reutilization, and Disposal. (applicable to subcontracts that involve government property located at Seller’s facilities. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.216-16 | Oct 1997 | Incentive Price Revision Firm Target. (applicable to incentive type subcontracts, "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract) |
| FAR | 52.228-3 | Jul 2014 | Workers' Compensation Insurance (Defense Base Act). (applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| FAR | 52.228-4 | Apr 1984 | Workers' Compensation and War-Hazard Insurance Overseas. (applicable to subcontracts that would be subject to the Defense Base Act but for a waiver) |
| FAR | 52.232-17 | May 2014 | Interest. ("Government" means "Lockheed Martin") |
| FAR | 52.232-32 | Feb 2002 | Performance-Based Payments. (applicable to subcontracts that include performance-based payments. "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted) |
| FAR | 52.232-39 | Jun 2013 | Unenforceability of Unauthorized Obligations. (applicable to subcontracts where software or services will be retransferred to the Government) |
| FAR | 52.245-9 | Apr 2012 | Use and Charges. (applicable to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin) |
| NAVAIR | 5252.204-9501 | Mar 2007 | NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) "(""Contracting Officer"" means ""Lockheed Martin"")  (a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.  (b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.  (c) The term ""Federal Stock Number"" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean ""National Stock Number"" (NSN), and the term ""Federal Item Identification Number"", wherever it appears, shall mean ""National Item Identification Number"".  (As used in the foregoing clause, the term ""Contracting Officer"" shall mean the ""Administrative Contracting Officer"" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)" |
| NAVAIR | 5252.204-9504 | Jan 2007 | DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007) "(communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days)  (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.  (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.  (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer." |
| NAVAIR | 5252.211-9510 | May 2011 | CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011) "(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:  (1) Not by word or deed give the impression or appearance of being a Government employee;  (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;  (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;  (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and  (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.  (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.  (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees." |
| NAVAIR | 5252.227-9507 | Oct 2005 | NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005) "(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.  (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:  (1) Imprisonment and/or imposition of criminal fines; and  (2) Suspension or debarment from future Government contracting actions.  (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.  (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract." |
| NAVAIR | 5252.227-9511 | Feb 2009 | DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) "(""prime contractor"" means ""Seller"")  (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.  (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.  (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.  (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.  (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer." |
| NAVAIR | 5252.247-9508 | Jun 1998 | PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) "(applicable if Seller will make shipments under this Contract directly to the Government)  The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use." |
| NAVAIR | 5252.247-9509 | Jul 1998 | PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998) "(applicable if Seller will make shipments under this Contract directly to the Government. In subparagraph (b), ""Contract Number"" means ""Lockheed Martin's prime contract number and the number assigned to this contract"")  (a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.  (b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:  [Insert specific instructions]  (c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.  (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor." |
| NAVAIR | 5252.247-9510 | Oct 2005 | PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) "(applicable if Seller will make shipments under this Contract directly to the Government)  (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 . Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.  (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:  (1) FMS Case Number.  (2) Part Number (with CAGE Code).  (3) For - the organization/address the material is shipped to.  (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)  (5) Project Code number.  (6) Project Directive Line Item (PDLI) Number.  (7) Requisition Serial Number (RSN).  (8) Quantity.  (9) From - the contractor's address shipped from.  (10) Ship to - the shipping address provided in the contract.  (11) Transportation Priority  (12) Required Delivery Date  (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered." |

**3116 (11/5/19) 6531107354 N00019-17-C-0001 LOWER TIER FUTURE MISSILE**

The following additional clauses apply 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 such Prime Contract shall apply instead. If any of the clauses are expressly made inapplicable by a threshold amount or other limitation, they shall be self-deleting.

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| DFARS | 252.203-7004 | Oct 2015 | Display of Hotline Posters. (applicable to subcontracts that exceed $5.5M except subcontracts for commercial items. Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause) |
| DFARS | 252.209-7010 | Aug 2011 | Critical Safety Items. |
| DFARS | 252.211-7006 | Sep 2011 | Passive Radio Frequency Identification. (applicable if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause) |
| DFARS | 252.211-7007 | Aug 2012 | Reporting of Government-Furnished Property. (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.211-7008 | Sep 2010 | Use of Government-Assigned Serial Numbers (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.219-7004 | Oct 2014 | Small business subcontracting plan (test program). (applicable if Seller participates in the test program described in DFARS 219.702) |
| DFARS | 252.225-7027 | Apr 2003 | Restriction on Contingent Fees for Foreign Military Sales. (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) |
| DFARS | 252.225-7028 | Apr 2003 | Exclusionary Policies and Practices of Foreign Governments. |
| DFARS | 252.225-7032 | Apr 2003 | Waiver of United Kingdom Levies--Evaluation of Offers. (applicable if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin") |
| DFARS | 252.227-7017 | Jan 2011 | Identification and Assertion of Use, Release, or Disclosure Restrictions. ("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) |
| DFARS | 252.228-7001 | Jun 2010 | Ground and Flight Risk. (in paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss) |
| DFARS | 252.229-7006 | Dec 2011 | Value Added Tax Exclusion (United Kingdom) (applicable if Seller is a United Kingdom firm. "This contract" means "the prime contract") |
| DFARS | 252.239-7000 | Jun 2004 | Protection Against Compromising Emanations. (applicable if Seller will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d)) |
| DFARS | 252.239-7001 | Jan 2008 | Information Assurance Contractor Training and Certification. (applicable if Seller personnel will access DoD information systems under the subcontract) |
| DFARS | 252.239-7016 | Dec 1991 | Telecommunications Security Equipment, Devices, Techniques, and Services. (applicable to subcontracts that require securing telecommunications) |
| DFARS | 252.243-7002 | Dec 2012 | Requests for Equitable Adjustment. (applicable to subcontracts that exceed $150,000. "Government" means "Lockheed Martin") |
| DFARS | 252.245-7001 | Apr 2012 | Tagging, Labeling, and Marking of Government-Furnished Property. (applicable to subcontracts where the items furnished by Seller will be subject to serialized tracking) |
| DFARS | 252.245-7004 | Mar 2015 | Reporting, Reutilization, and Disposal. (applicable to subcontracts that involve government property located at Seller’s facilities. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.216-16 | Oct 1997 | Incentive Price Revision Firm Target. (applicable to incentive type subcontracts, "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract) |
| FAR | 52.228-3 | Jul 2014 | Workers' Compensation Insurance (Defense Base Act). (applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| FAR | 52.228-4 | Apr 1984 | Workers' Compensation and War-Hazard Insurance Overseas. (applicable to subcontracts that would be subject to the Defense Base Act but for a waiver) |
| FAR | 52.232-17 | May 2014 | Interest. ("Government" means "Lockheed Martin") |
| FAR | 52.232-32 | Feb 2002 | Performance-Based Payments. (applicable to subcontracts that include performance-based payments. "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted) |
| FAR | 52.232-39 | Jun 2013 | Unenforceability of Unauthorized Obligations. (applicable to subcontracts where software or services will be retransferred to the Government) |
| FAR | 52.245-9 | Apr 2012 | Use and Charges. (applicable to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin) |
| NAVAIR | 5252.204-9501 | Mar 2007 | NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) "(""Contracting Officer"" means ""Lockheed Martin"")  (a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.  (b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.  (c) The term ""Federal Stock Number"" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean ""National Stock Number"" (NSN), and the term ""Federal Item Identification Number"", wherever it appears, shall mean ""National Item Identification Number"".  (As used in the foregoing clause, the term ""Contracting Officer"" shall mean the ""Administrative Contracting Officer"" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)" |
| NAVAIR | 5252.204-9504 | Jan 2007 | DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007) "(communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days)  (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.  (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.  (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer." |
| NAVAIR | 5252.211-9510 | May 2011 | CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011) "(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:  (1) Not by word or deed give the impression or appearance of being a Government employee;  (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;  (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;  (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and  (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.  (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.  (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees." |
| NAVAIR | 5252.227-9507 | Oct 2005 | NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005) "(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.  (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:  (1) Imprisonment and/or imposition of criminal fines; and  (2) Suspension or debarment from future Government contracting actions.  (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.  (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract." |
| NAVAIR | 5252.227-9511 | Feb 2009 | DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) "(""prime contractor"" means ""Seller"")  (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.  (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.  (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.  (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.  (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer." |
| NAVAIR | 5252.247-9508 | Jun 1998 | PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) "(applicable if Seller will make shipments under this Contract directly to the Government)  The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use." |
| NAVAIR | 5252.247-9509 | Jul 1998 | PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998) "(applicable if Seller will make shipments under this Contract directly to the Government. In subparagraph (b), ""Contract Number"" means ""Lockheed Martin's prime contract number and the number assigned to this contract"")  (a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.  (b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:  [Insert specific instructions]  (c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.  (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor." |
| NAVAIR | 5252.247-9510 | Oct 2005 | PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) "(applicable if Seller will make shipments under this Contract directly to the Government)  (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 . Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.  (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:  (1) FMS Case Number.  (2) Part Number (with CAGE Code).  (3) For - the organization/address the material is shipped to.  (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)  (5) Project Code number.  (6) Project Directive Line Item (PDLI) Number.  (7) Requisition Serial Number (RSN).  (8) Quantity.  (9) From - the contractor's address shipped from.  (10) Ship to - the shipping address provided in the contract.  (11) Transportation Priority  (12) Required Delivery Date  (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered." |