**3201 (10/4/23) N00019-19-D-0015**

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 | 252.209-7009 | Oct 2015 | Organizational Conflict of Interest-Major Defense Acquisition Program. |
| DFARS | 252.209-7010 | Aug 2011 | Critical Safety Items. |
| DFARS | 252.211-7005 | Nov 2005 | Substitutions for Military or Federal Specifications and Standards. |
| DFARS | 252.211-7006 | Dec 2017 | 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 | 252.217-7028 | Dec 1991 | Over and Above Work. (applicable to subcontracts where over and above work may be required. "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted)  |
| DFARS | 252.219-7004 | Apr 2018 | Small Business Subcontracting Plan (Test Program). (applicable if Seller participates in the test program described in DFARS 219.702) |
| DFARS | 252.225-7015 | Jun 2005 | Restriction on Acquisition of Hand or Measuring Tools. (applicable to subcontracts that require the delivery of hand or measuring tools) |
| 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 | 252.228-7001 | 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 | 252.229-7011 | Sep 2005 | Reporting of Foreign Taxes - U.S. Assistance Programs. (applicable to subcontracts for commodities that exceed $500. Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin) |
| DFARS | 252.234-7004 | Nov 2014 | Cost and Software Data Reporting System. (applicable to subcontracts that exceed $50,000,000. In paragraph (b), "Government" means "Lockheed Martin") |
| DFARS | 252.237-7010 | Jun 2013 | Prohibition on Interrogation of Detainees by Contractor Personnel. (applicable if Seller personnel may interact with detainees in the course of their duties) |
| 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 | Dec 2017 | Reporting, Reutilization, and Disposal. (applicable to subcontracts that involve government property located at Seller’s facilities. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.203-16 | Jun 2020 | Preventing Personal Conflicts of Interest. (applicable to subcontracts that exceed the simplified acquisition threshold; and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual)) |
| FAR | 52.208-8 | Apr 2014 | Required Sources for Helium and Helium Usage Data. (applicable if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b)"Contracting Officer" means "Buyer") |
| FAR | 52.208-9 | May 2014 | Contractor Use of Mandatory Sources of Supply or Services. (applicable if Seller will furnish items subject to this clause. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.216-26 | Dec 2002 | Payments of Allowable Costs Before Definitization. (applicable to undefinitized cost-reimbursement subcontracts) |
| FAR | 52.222-44 | May 2014 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (applicable if FAR 52.222-41 applies to this Contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract) |
| FAR | 52.224-1 | Apr 1984 | Privacy Act Notification. (applicable if Seller will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function) |
| FAR | 52.224-2 | Apr 1984 | Privacy Act. (applicable to subcontracts for the design, development, or operation of such a system of records) |
| 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 | 52.232-16A | Mar 2020 | (DEVIATION 2020-O0010) Progress Payments. (DEVIATION 2020-O0010) (applicable to subcontracts that include progress payments. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government") |
| FAR | 52.232-17 | May 2014 | Interest. ("Government" means "Lockheed Martin") |
| FAR | 52.232-39 | Jun 2013 | Unenforceability of Unauthorized Obligations. (applicable to subcontracts where software or services will be retransferred to the Government) |
| FAR | 52.239-1 | Aug 1996 | Privacy or Security Safeguards. (applicable to subcontracts for information technology that require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services) |
| 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) |
| FAR | 52.246-8 | May 2001 | Inspection of Research and Development Cost-Reimbursement. ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged) |
| 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 | 5252.211-9510 | 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 | 5252.227-9511 | 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 | 5252.247-9510 | 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." |