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.

**Full Text Clauses**

**Section H Clauses**

**H-001 Enabling Clause Between Prime Contractors and Support Contractors (Jan 2018)** (Applicable for all purchase orders/subcontracts.)

(a) The Air Force has entered into contracts with support contractors (actual contractors may vary) (“Support Contractors”) for technical support, technical review, and acquisition management support. Prior to Contractor’s disclosure of proprietary information to the Air Force, the Contractor shall enter into nondisclosure agreements with the following Support Contractor(s):

BAE Systems, Inc.

(b) In the performance of this contract, the Contractor agrees to cooperate with technical support, technical review, and acquisition management Support Contractors by doing the following: responding to invitations from authorized personnel to attend meetings; by providing access to technical information, research and development data and cost and schedule data related to the contract scope. Access to information and data shall be authorized in their original form or reproduced form; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to Contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate technical personnel. The personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(c) The Contractor agrees that the Government shall have the right to unilaterally change Support Contractors subject to the completion of a proper nondisclosure agreement and its exercise of that right shall not entitle the Contractor or its subcontractors to an equitable adjustment or a modification of any other provision of this contract.

(d) The Contractor shall include a clause substantially the same as above within each subcontract agreement.

**H-002 Use of Federally Funded Research and Development Centers (FFRDCs) (Jan 2018** (Applicable for all purchase orders/subcontracts.)

(a) In the performance of this contract, the Government will utilize FFRDCs for their technical expertise. The benefit of the FFRDC is that there is no profit motive or conflict of interest, and the FFRDC can function as an independent, trusted advisor and honest broker. Prior to Contractor’s disclosure of proprietary information to the Air Force, the Contractor shall enter into nondisclosure agreements with the following FFRDC(s):

The Aerospace Corporation

(b) In the performance of this contract, the Contractor agrees to cooperate with the FFRDCs by doing the following: responding to invitations from authorized personnel to attend meetings; by providing access to technical information, research and development data and cost and schedule data related to the contract scope. Access to information and data shall be authorized in their original form or reproduced form; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by

providing access to Contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate technical personnel. The personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(c) The Contractor agrees that the Government shall have the right to unilaterally change FFRDCs subject to the completion of a proper nondisclosure agreement and its exercise of that right shall not entitle the Contractor or its subcontractors to an equitable adjustment or a modification of any other provision of this contract.

(d) The Contractor shall include a clause substantially the same as above within each subcontract agreement.

**FAR Clauses**

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

**52.215-12, Subcontract Certified Cost or Pricing Data (DEVIATION) (May 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.)

**52.216-16, Incentive Price Revision – Firm Target (Oct 1997)** (Applicable if this purchase order/subcontract is a fixed price incentive contract. "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 purchase order/subcontract.)

**52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018)** (The version of the clause in DoD Class Deviation [2018-O0018](https://www.acq.osd.mil/dpap/policy/policyvault/USA002260-18-DPC.pdf) applies in lieu of the standard FAR version of the clause.)

**52.222-50, Combating Trafficking in Persons (Jan 2019) and Alternate I (Mar 2015)** (Alternate I will also apply when the purchase order/subcontract will be performed outside the United States (as defined at 22.1702) and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to Seller employees at the purchase order/subcontract place of performance.)

**52.223-20, Aerosols (Jun 2016)** (Applicable if this purchase order/subcontract is for products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or that involve maintenance or repair of electronic or mechanical devices.)

**52.223-21, Foams (Jun 2016)** (Applicable if this purchase order/subcontract is for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulation; or construction of buildings or facilities.)

**52.230-2, Cost Accounting Standards (DEVIATION) (May 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.)

**52.243-1, Changes – Fixed Price (Aug 1987) and Alternate II (Apr 1984)**

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate I (Apr 1984)** (Alternate I will also apply if this purchase order/subcontract is for services and no supplies.)

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

**52.244-6, Subcontracts for Commercial Items (Jan 2019)**

**52.245-2, Government Property (Installation Operation Services) (Apr 2012)** (Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin.")

**52.245-9, Use and Charges (Aug 2012)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where FAR 52.245-1 is inserted. Communications with the Government under this clause will be made through Lockheed Martin.)

**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, including purchase orders/subcontracts for commercial items.)

**252.216-7004, Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (Sep 2011)** (Applicable for all purchase orders/subcontracts containing award fee provisions. Seller shall reimburse Lockheed Martin for any reduction in fees under the prime contract to the extent Seller's acts or omissions are responsible for covered incidents pursuant to this clause.)

**252.219-7003, Small Business Subcontracting Plan (DoD Contracts)--Basic** **(DEVIATION) (Dec 2017)** (The version of the clause in DoD Class Deviation [2018-O0007](https://www.acq.osd.mil/dpap/policy/policyvault/USA003779-17-DPAP.pdf) applies in lieu of the standard DFARS version of the clause.)

**252.219-7004, Small Business Subcontracting Plan (Test Program) (Apr 2018)** (Applicable if Seller participates in the DoD test program described in DFARS 219.702.)

**252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014)** (Applicable for all purchase orders/subcontracts that require, may require, or permit a Seller access to a DoD installation. "Government" means "Lockheed Martin and Government.")

**252.234-7002, Earned Value Management System (DEVIATION) (Sep 2015)** (The version of the clause in DoD Class Deviation [2015-O0017](https://www.acq.osd.mil/dpap/policy/policyvault/USA005138-15-DPAP.pdf) applies in lieu of the standard DFARS version of the clause. Applicable if Seller is listed in paragraph (k) of this clause in the prime contract. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

**252.234-7004, Cost and Software Data Reporting System (Nov 2014)** (Applicable for purchase orders/ subcontracts in excess of $50,000,000. In paragraph (b), "Government" means “Lockheed Martin.”)

**252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)** (Applicable for all purchase orders/subcontracts that may require Seller personnel to interact with detainees in the course of their duties.)

**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 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 to all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, containing the clause at FAR 52.245-1, Government Property. "Contracting Officer" means “Lockheed Martin.”)

**252.246-7001, Warranty of Data--Basic (Mar 2014)** (Applicable if Seller will be delivering data. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: “The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

**252.246-7001, Warranty of Data--Basic (Mar 2014) and Alternate I (Mar 2014)** (Alternate I will also apply if this is a fixed-price incentive purchase order/subcontract.)

**252.246-7001, Warranty of Data--Basic (Mar 2014) and Alternate II (Mar 2014)** (Alternate II will also apply if this is a fixed-price purchase order/subcontract.)

# AFFAR Clauses

**5352.223-9000,** **Elimination of Use of Class I Ozone Depleting Substances (Nov 2012)** (Applicable for all purchase orders/subcontracts. The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

**5352.223-9001 Health and Safety on Government Installations (Nov 2012)** (Applicable if Seller will perform work under this purchase order/subcontract on a government installation. "Contracting Officer" means "Lockheed Martin.")

**5352.242-9000, Contractor Access to Air Force Installations (Nov 2012)** (Applicable if Seller will be performing work on a government installation. "Contracting Officer" means "Lockheed Martin." The blank in paragraphs (b) and (d) is completed with "N/A."  In paragraph (e) "the prime contractor" means "Seller.")

**5352.242-9001, Common Access Cards (CACS) for Contractor Personnel – AF Systems (Nov 2012)** (Applicable if Seller will be performing work on a government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)