

SECTION 4

## DFARS CLAUSES APPLICABLE ONLY TO DoD SUBCONTRACTS

Clauses incorporated by reference: If this Subcontract is awarded pursuant to a DoD prime contract, the following clauses are incorporated by reference with the same force and effect as if included in full text. Unless otherwise indicated, either below or in the Subcontract, the clause incorporated herein is the clause in effect on the date of this subcontract. Clauses which are no longer contained in the DFARS but are listed below, shall still be effective for this subcontract if they are contained in the prime contract between Lockheed Martin and the Government. This section is listed by clause numbers as they appear in the 1997 version of the DFARS.

Clause Number	DFARS Citation	Clause Title	Notes
4-1	252.203-7001	Special Prohibition on Employment	The definitions of Paragraph 1-1 (b) of these terms and conditions shall apply only to paragraph (e)(2) and (3). Paragraph (d) is deleted and the following is inserted in its place: "(d) If the subcontractor knowingly employs such a convicted person in a managerial or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, Lockheed Martin may direct the cancellation of this subcontract at no cost to Lockheed Martin, or terminate this subcontract for default." This clause is applicable for all first tier subcontracts exceeding the simplified acquisition level of FAR part 13 except those for commercial items.
4-2	252.204-7000	Disclosure of Information	In (b), "45 days" is revised to read "60 days".
4-3	252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Applicable if this subcontract exceeds \$100,000 and precious metals will be furnished as GFE.
4-4	252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	This clause is applicable for subcontracts exceeding the simplified acquisition threshold. This clause shall not apply if this subcontract is for commercial items as defined in FAR 2.101.
4-5	252.211-7000	Acquisition Streamlining	Applicable if this subcontract is valued at more than \$1,000,000.
4-6	252.215-7000	Pricing Adjustments	
4-7	252.215-7002	Cost Estimating System Requirements	Applicable if cost or pricing data was submitted under this subcontract.
4-8	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	Applicable if FAR 52.219-9 applies to this subcontract.

4-9	252.223-7001	Hazard Warning Labels	Applies if subcontract requires submission of hazardous material data sheets.
4-10	252.223-7002	Safety Precautions for Ammunition and Explosives	The definitions of Clause 1-1 shall apply except that "Government" in Paragraphs (b), (c), (e), (f) and (g) shall mean "Government or Lockheed Martin." Applicable only if the articles furnished under the subcontract contain ammunition or explosives, including liquid and solid propellants.
4-11	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Applies if this subcontract requires, or may require or permit Subcontractor performance on a DoD installation.
4-12	252.225-7001	Buy American Act and Balance of Payments Program	Required for all supply contracts and service contracts where supplies are to be delivered.
4-13	252.225-7002	Qualifying Country Sources as Subcontractors	
4-14	252.225-7006	Buy American Act-Trade Agreements - Balance of Payments Program Certificate	
4-15	252.225-7007	Trade Agreements	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
4-16	252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1. The terms "Contract Administration Office" and "CAO" shall mean "Lockheed Martin".
4-17	252.225-7010	Duty-Free Entry - Additional Provisions	Applicable if this subcontract is expected to exceed \$100,000. The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
4-18	252.225-7014 (Alt I only)	Preference for Domestic Specialty Metals	The term "Government" shall not change in Paragraph (c)(3).
4-19	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Applicable if items supplied under this subcontract contain ball or roller bearings.
4-20	252.225-7025	Restriction on Acquisition of Forgings	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1.
4-21	252.225-7026	Reporting of Contract Performance Outside the United States	

4-22	252.227-7013	Rights in Technical Data -- Noncommercial Items	<p>The clause which is in effect on the date indicated in the subcontract shall be controlling. The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1. Lockheed Martin shall have the right to reproduce and use for the performance of its Prime Contract any data delivered by Subcontractor under this Subcontract.</p> <p>If the May 1987 clause is incorporated herein the following shall apply:          The definitions in paragraph (b)(1) of 1-1 shall not apply; provided, however, Lockheed Martin shall have the right to reproduce and use for the performance of its Prime Contract any data delivered by Subcontractor under this Subcontract. Subparagraph (d) of the 1987 clause is revised to read as follows:          "(d) Removal of unauthorized markings.          (1) Notwithstanding any provision of this subcontract concerning inspection and acceptance, the Government may correct, cancel, or ignore any marking not authorized by the terms of this subcontract on any technical data furnished hereunder in accordance with the clause of this subcontract entitled "Validation of Restrictive Markings on Technical Data".          (2) Notwithstanding any provision of this subcontract concerning inspection and acceptance, the Government may correct, cancel, or ignore any marking not authorized by the terms of this subcontract on any computer software furnished hereunder, if:              (i) The Subcontractor fails to respond within sixty (60) days to a written inquiry by the Government concerning the propriety of the markings; or              (ii) The Subcontractor's response fails to substantiate, within sixty (60) days after written notice, the propriety of restricted rights markings by identification of the restrictions set forth in the subcontract. In either case, the Government shall give written notice to the Subcontractor of the action taken."</p>
4-23	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	<p>Applies to subcontracts that will deliver noncommercial computer software or noncommercial computer software documentation.</p>
4-24	252.227-7015	Technical Data - Commercial Items	

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4-25	252.227-7016	Rights in Bid or Proposal Information	
4-26	252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program	Applicable to subcontracts under the Small Business Innovation Research (SBIR) Program.
4-27	252.227-7019	Validation of Asserted Restrictions - Computer Software	
4-28	252.227-7030	Technical Data - Withholding of Payment	
4-29	252.227-7034	Patents - Subcontracts	Applicable to all experimental, research, or development work under this subcontract.
4-30	252.227-7036	Declaration of Technical Data Conformity	Applicable where technical data will be delivered under this subcontract.
4-31	252.227-7037	Validation of Restrictive Markings on Technical Data	The definitions of Clause 1-1 shall not apply. Applicable if the subcontract requires the delivery of technical data.
4-32	252.227-7039	Patents - Reporting of Subject Inventions	Applicable only when FAR 52.227-11 is included in this subcontract.
4-33	252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	
4-34	252.231-7000	Supplemental Cost Principles	
4-35	252.235-7003	Frequency Authorization	The term "Government" or "Contracting Officer" shall not change as previously set forth in Paragraph (b)(1) of Clause 1-1. Applicable if this subcontract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization.
4-36	252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Applicable if this subcontract requires securing telecommunications
4-37	252.243-7001	Pricing of (Sub)Contract Modifications	
4-38	252.243-7002	Requests for Equitable Adjustment	Applicable for any requests for equitable adjustment that exceeds the simplified acquisition threshold.
4-39	252.244-7000	Subcontracts for Commercial Items and Commercial Components	Applicable if the Prime Contract contains DFARS clause 252.225-7014 Alternate I.
4-40	252.245-7001	Reports of Government Property	

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4-41	252.247-7023	Transportation of Supplies by Sea	Applicable only if the subcontract is anticipated to be more than the small purchase threshold in FAR Part 13. As of May 1, 1996 not applicable to subcontracts for commercial items.
4-42	252.247-7024	Notification of Transportation of Supplies by Sea	As of May 1, 1996 not applicable to subcontracts for commercial items.
4-43	252.249-7001	Notification of Substantial Impact on Employment (Removed 12/26/96)	Applicable if this subcontract is more than \$500,000. Applicable in support of Prime Contracts issued before 12/26/96 which included this clause.
4-44	252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applicable if this subcontract is \$500,000 or more. Subcontractor shall provide notice and flowdown requirements to their lower tier subcontractors with subcontracts of \$100,000 or more.