



## FEDERAL ACQUISITION REGULATIONS (FAR) FLOWDOWN PROVISIONS

### A. CERTIFICATIONS AND REPRESENTATIONS.

1) **This clause contains certifications and representations that are material representations of fact upon which LOCKHEED MARTIN will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of LOCKHEED MARTIN, or accepting any purchase order, including verbal orders from a LOCKHEED MARTIN Purchasing Representative, CONTRACTOR represents and certifies as set forth below in this clause. These representations and certifications shall apply whenever these terms and conditions are incorporated by reference in any (oral or written) purchase order ("PO"), order, agreement, other contractual document or any quotation, request for quotation, request for proposal or solicitation, issued by LOCKHEED MARTIN. CONTRACTOR shall immediately notify LOCKHEED MARTIN of any change of status with regard to these certifications and representations.**

2) The following clauses of the Federal Acquisition Regulation (FAR) 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, during the performance of any order, agreement, or subcontract.

3) In each clause incorporated below, substitute "LOCKHEED MARTIN CORPORATION" for "Government" and "Contracting Agency" and "LOCKHEED MARTIN CORPORATION Purchasing Representative" for "Contracting Officer" throughout.

4) **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.** (Applicable to solicitations and Purchase Orders exceeding \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) CONTRACTOR certifies that to the best of his or her knowledge and belief that on and after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(c) CONTRACTOR will include the language of this certification in all subcontract/purchase orders at any tier and require that all recipients of subcontract/purchase order awards in excess of \$100,000 shall certify and disclose accordingly.

(d) Submission of this certification and disclosure is a prerequisite for making or entering into this Contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5) **52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

(a) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined in FAR 52.209-5,) are **not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(b) CONTRACTOR shall provide immediate written notice to LOCKHEED MARTIN if, any time prior to award of any order, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6) **52.222-21 Certification of Nonsegregated Facilities.** (Applicable to solicitations and purchase orders exceeding \$10,000 which are not exempt from the requirements of the Equal Opportunity clause, FAR 52.222-26). CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this Certification will be a violation of the Equal Opportunity clause in this Contract. CONTRACTOR shall obtain identical certifications from proposed lower tier suppliers before the award of any lower tier order in excess of \$10,000 that is not exempt from the provisions of the Equal Opportunity clause.

7) **52.222-22 Previous Contracts and Compliance Reports.**

(a) CONTRACTOR represents that, if it has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26), the clause originally contained in Section 310 of Executive Order No. 10925, the clause contained in Section 201 of Executive Order No. 11114, or the clause contained in Section 202 of Executive Order No. 11246, the CONTRACTOR has filed all Compliance Reports, and will continue to file all Compliance Reports required by the clause.

(b) CONTRACTOR hereby warrants that representations indicating submission of required compliance reports, including those signed by proposed lower-tier subcontractors, have been obtained.

8) **52.222-25 Affirmative Action Compliance.** [Applicable if (i) the CONTRACTOR has 50 or more employees, (ii) is not exempt from the requirements of the Equal Opportunity clause (FAR 52.222-26) and (iii) the value of the Contract exceeds \$50,000.]

(a) CONTRACTOR represents: (i) that it has developed and has on file a written Affirmative Action Compliance Program at each of its establishments in compliance with 41 CFR 60-1 and 60-2, or (ii) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(b) CONTRACTOR shall include this clause in any lower-tier order of \$50,000 or more if the lower-tier supplier has 50 or more employees and is not exempt from the requirements of the Equal Opportunity clause (FAR 52.222-26).

9) **52.223-1 Clean Air and Water Certification.** (Applicable to solicitations and purchase orders exceeding \$100,000 or if CONTRACTOR's facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. 7413(c)(1)] or the Water Act [33 U.S.C. 1319(c)] and is listed by EPA as a violating facility.)

(a) CONTRACTOR certifies that any facility to be used in the performance of this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) CONTRACTOR will immediately notify the LOCKHEED MARTIN Purchasing Representative, before any contract award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the CONTRACTOR proposes to use for the performance of this Contract is under consideration to be listed on the EPA List of Violating Facilities.

### B. INCORPORATION OF FAR CLAUSES.

The Federal Acquisition Regulation (FAR) 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, during the performance of 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.

### C. GOVERNMENT SUBCONTRACT.

This contract is entered into by the Parties in support of a contract between the US Government and Lockheed Martin Corporation.

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

(i) "CONTRACTOR" means the individual, partnership, corporation, or business association acting as the immediate (first tier) subcontractor to LOCKHEED MARTIN for the goods and services provided under this Contract.

(ii) "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, under which contract this Contract is entered.

(iii) "Contract" means this contract.

(iv) "Subcontract" means any contract placed by the CONTRACTOR or lower tier subcontractors for the specific purpose of performing any portion of the work under this Contract, and includes, but is not limited to, purchase orders and changes, or modifications thereto.

**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. FAR FLOWDOWN CLAUSES.**

**REFERENCE TITLE**

**1. The following FAR clauses apply to this Contract :**

- (a) 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (See Footnote 5.)
- (b) 52.211-5 NEW MATERIALS (MAY 1995) (As to the last two sentences, see Footnotes 1 and 2.)
- (c) 52.211-7 OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (MAY 1995) (See Footnote 2.)
- (d) 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
- (e) 52.215-26 INTEGRITY OF UNIT PRICES (OCT 1995) (Delete paragraph (c) of the clause.)
- (f) 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 1995)
- (g) 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1984) (See Footnote 2.)
- (h) 52.222-26 EQUAL OPPORTUNITY (APR 1984)
- (i) 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984) (Applicable if this Contract exceeds \$2,500.)
- (j) 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)
- (k) 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996) (In paragraph (a), see Footnotes 5 and 6.)
- (l) 52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUNE 1987) (In subparagraph (c)(4), delete the word "Government" in its last usage; see Footnote 3.)
- (m) 52.232-17 INTEREST (JUN 1996) (See Footnote 1.)
- (n) 52.242-13 BANKRUPTCY (JUL 1995) (See Footnote 2.)
- (o) 52.242-15 STOP WORK ORDER (AUG 1989) (See Footnotes 1 and 2.)
- (p) 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (See Footnote 2; delete reference to the "Disputes" clause in the last sentence.)
- (q) 52.243-7 NOTIFICATION OF CHANGES (APR 1984) (See Footnotes 1 and 2; insert "20" in the blank at paragraph (b) and "60" in the blank at paragraph (d).)
- (r) 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)
- (s) 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (The Government also may exercise any of LOCKHEED MARTIN's rights under this clause. See Footnotes 1 and 2.)
- (t) 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (The Government also may exercise any of LOCKHEED MARTIN's rights under this clause. See Footnote 1.)
- (u) 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986) (In subparagraph (e), change "60 days" to "120 days", and in subparagraph (f) change "6 months" to "12 months". The Government also may exercise any of LOCKHEED MARTIN's rights under this clause. See Footnote 1, except in subparagraph (k) where Footnote 3 applies.)

- (v) 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984) (See Footnote 2.)
  - (w) 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) (Applicable only for fixed-price contracts. See Footnotes 1 and 2. Substitute "90 days" for "120 days" and "90 day" for "120 day" in paragraph (c). Substitute "180 days" for "1 year" in paragraph (e). Delete paragraph (j). Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
  - (x) 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Applicable only for fixed-price Contracts. See Footnotes 1 and 2 except Footnote 1 is not applicable to paragraph (e). Timely performance is a material element of this contract.)
- 2. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:**
- (a) 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (APR 1984) (Applicable if this Contract is for the furnishing of materials, supplies, articles, or equipment.)
  - (b) 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
  - (c) 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- 3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$25,000:**
- (a) 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995) (The CONTRACTOR shall disclose to LOCKHEED MARTIN, in writing, if as of the time of award of this Contract, or at any time during the performance of this Contract, the CONTRACTOR, or its principals, is debarred, suspended, or proposed for debarment by the Federal Government. See Footnote 2.)
- 4. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:**
- (a) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
  - (b) 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) (Delete subparagraph (c)(1) of the clause.)
  - (c) 52.215-2 AUDIT AND RECORDS-NEGOTIATION (AUG 1996) (Insert "and the LOCKHEED MARTIN Purchasing Representative" after "the Contracting Officer or representatives of the Contracting Officer" or after "... representatives of the Contracting Officer who are employees of the Government", where indicated throughout the clause.)
  - (d) 52.223-2 CLEAN AIR AND WATER (APR 1984)
  - (e) 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (See Footnotes 2 and 5.)
  - (f) 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) (Applicable only if the Prime Contract contains this clause. If this Contract involves R&D work ALT I (APR 1984) shall apply. In the clause, in paragraph (a)(1) see Footnote 4, and in paragraph (a)(2)(ii) see Footnote 2.)
  - (g) 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (See Footnotes 2 and 4.)
- 5. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:**
- (a) 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996) (Applicable if the CONTRACTOR is not a small business; see Footnotes 1 and 2; the CONTRACTOR's subcontracting plan shall be deemed incorporated herein by reference upon its written approval by LOCKHEED MARTIN.)

<b>6. The following clauses apply as indicated:</b>			
(a)	52.204-2	SECURITY REQUIREMENTS (AUG 1996) (Applicable if the work requires access to classified information; delete paragraph (c) of the clause.)	(q) 52.225-10 DUTY FREE ENTRY (APR 1984) (Applicable if this Contract exceeds \$100,000 and provides for furnishing supplies imported into the Customs Territory of the United States. See Footnotes 3, 5 and 6.)
(b)	52.208-1	REQUIRED SOURCES FOR JEWEL BEARINGS AND RELATED ITEMS (APR 1984) (Applicable only if the articles furnished under this Contract contain jewel bearings or related items. See Footnotes 5 and 6.)	(r) 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applicable when reported royalty exceeds \$250; see Footnotes 1 and 2.)
(c)	52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995) (Applicable if cost or pricing data was furnished or was required to be furnished to LOCKHEED MARTIN; see Footnotes 1 and 2; rights and obligations under this clause shall survive completion of the work and final payment under this Contract.)	(s) 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984) (Applicable if the work or any patent application may contain classified subject matter.)
(d)	52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1995) (Applicable if cost or pricing data was furnished or was required to be furnished to LOCKHEED MARTIN for the pricing of modifications to this Contract, and FAR 52.215-22 applies to this Contract. See Footnotes 1 and 2. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.)	(t) 52.227-11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1989) (Applicable if CONTRACTOR is a small business or non-profit organization performing experimental or R&D work.)
(e)	52.215-24	SUBCONTRACTOR COST OR PRICING DATA (OCT 1995) (Applicable if FAR 52.215-22 applies to this Contract. The certification threshold is specified at FAR 15.804-2(a)(1).)	(u) 52.227-12 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (LONG FORM) (JUN 1989) (Applicable to other than a small business or non-profit organization performing experimental or R&D work.)
(f)	52.215-25	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1995) (Applicable if FAR 52.215-23 applies to this Contract. The certification threshold is specified at FAR 15.804-2(a)(1).)	(v) 52.230-2 COST ACCOUNTING STANDARDS (APR 1996) (Applicable if "Full CAS Coverage" applies to this Contract as provided at 48 CFR Chapter 99, subparagraph 9903.201-2 and the Contract equals or exceeds \$500,000, unless the CONTRACTOR is a small business, or unless otherwise exempt as provided at 48 CFR Chapter 99, subparagraph 9903.201-1(b) in subparagraph (a)(4)(ii) and (a)(5) see Footnote 1. Delete paragraph (b) of the clause. Notwithstanding any provision in this clause to the contrary, if required by the LOCKHEED MARTIN Purchasing Representative in order to comply with LOCKHEED MARTIN's prime contract under which this subcontract is entered, where the threshold referred to in this clause is \$500,000 shall be applicable to this Contract, if awarded, at \$100,000.)
(g)	52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996) (Applicable if certified cost or pricing data is required and if the Cost Principles at FAR Subpart 31.2 apply; see Footnote 5.)	(w) 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1996) (Applicable if "modified CAS coverage" applies to this Contract, as provided at FAR 30.201-4(b); In subparagraphs (a)(3)(ii) and (a)(4) see Footnote 1. Delete paragraph (b) of the clause. Notwithstanding any provision in this clause to the contrary, if required by the LOCKHEED MARTIN Purchasing Representative in order to comply with LOCKHEED MARTIN's prime contract under which this subcontract is entered, where the threshold referred to in this clause is \$500,000 shall be applicable to this Contract, if awarded, at \$100,000.)
(h)	52.215-30	FACILITIES CAPITAL COST OF MONEY (SEP 1987) (Applicable only if the Contract is subject to the Cost Principles at FAR Subpart 31.2 and the CONTRACTOR proposed facilities capital cost of money in its offer.)	(x) 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992) (Applicable in negotiated contracts exempt from CAS solely on basis of award to a U.K. contractor.)
(i)	52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987) (Applicable only if the Contract is subject to the cost principles at FAR Subpart 31.2, and the CONTRACTOR did not propose facilities capital cost of money in its offer.)	(y) 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996) (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)
(j)	52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (MAR 1996) (Applicable if certified cost or pricing data is required or if the Cost Principles at FAR Subpart 31.2 apply; see Footnote 5.)	(z) 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Applicable if the Government prime contract under which this Contract is entered is for a major system and items of supply. See Footnotes 3, 5 and 6.)
(k)	52.215-40	NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995) (Applicable if certified cost or pricing data is required, or if any pre-award or post-award cost determination will be subject to FAR Subpart 31.2. See Footnotes 2 and 5.)	(aa) 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applicable if work performed on Government installation. See Footnote 2.)
(l)	52.215-43	AUDIT-COMMERCIAL ITEMS (OCT 1995) (Applicable if LOCKHEED MARTIN submitted cost or pricing data on the Prime Contract and (i) cost or pricing data is required or (ii) an exception under FAR 15.804-1(a)(2) was granted, for this Contract. See Footnote 3.)	(bb) 52.245-17 SPECIAL TOOLING (DEC 1989) (Applicable if this is a fixed-price Contract and the Contract involves the use of special tooling; see Footnote 2. DoD Contracts shall incorporate the (APR 1984) clause.)
(m)	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995) (Applicable as prescribed at FAR 22.305.)	(cc) 52.246-23 LIMITATION OF LIABILITY (APR 1984) (Applicable to articles and supplies furnished under the Contract, and if this clause is contained in the Prime Contract.)
(n)	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991) (Applicable if this Contract involves "hazardous material" as defined in the clause; see Footnotes 2 and 4.)	(dd) 52.246-25 LIMITATION OF LIABILITY-SERVICES (APR 1984) (Applicable if the Contract is primarily for services, if the price exceeds \$25,000, and if this clause is contained in the Prime Contract.)
(o)	52.223-7	NOTICE OF RADIOACTIVE MATERIALS (NOV 1991) (Applicable to certain contracts for articles containing radioactive material; see subparagraph (a). In the blank insert "30"; See Footnotes 1 and 2.)	(ee) 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (APR 1984) (Applicable if this Contract involves international air transportation.)
(p)	52.225-3	BUY AMERICAN ACT-SUPPLIES (JAN 1994) (CONTRACTOR shall notify LOCKHEED MARTIN if any end product delivered under this Contract is not a "domestic-end product" as defined by this clause.)	

**FOOTNOTES:**

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" or "Contracting Officer", as appropriate, 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.