



**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT  
(DFARS) FLOWDOWN PROVISIONS**

**A.** The Defense Federal Acquisition Regulation Supplement (DFARS) 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.

**B.** This Contract is entered into by the Parties in support of a contract between the US Government and Lockheed Martin Corporation (the "Prime Contract").

**C. DoD FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES.**

**REFERENCE TITLE**

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

- (a) 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- (b) 252.225-7009 DUTY-FREE ENTRY - QUALIFYING COUNTRY END-PRODUCTS AND SUPPLIES (DEC 1991) (See Footnote 2.)
- (c) 252.225-7010 DUTY-FREE ENTRY-ADDITIONAL PROVISIONS (DEC 1991)
- (d) 252.225-7025 FOREIGN SOURCE RESTRICTIONS (APR 1993) (See Footnote 2.)
- (e) 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995)
- (f) 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- (g) 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- (h) 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)
- (i) 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
- (j) 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (See Footnote 1.)
- (k) 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (See Footnote 4.)
- (l) 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995)

- (m) 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (OCT 1988) (See Footnotes 1 and 2.)
- (n) 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a), see Footnote 5.)
- (o) 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- (p) 252.243-7000 ENGINEERING CHANGE PROPOSALS (MAY 1994) with ALTERNATE I (MAY 1994) (Insert "or amount" after "price" in the clause. LOCKHEED MARTIN will supply the Contract-specific information when appropriate. See Footnote 2.)
- (q) 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994) (CONTRACTOR shall submit its required reports to LOCKHEED MARTIN, not later than October 10, notwithstanding anything to the contrary in this clause. See Footnote 5.)
- (r) 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (See Footnote 2.)

**2. The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$100,000:**

- (a) 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (NOV 1995) (See Footnote 2.)
- (b) 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) (See Footnote 2.)
- (c) 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)
- (d) 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (See Footnotes 1, 2, and 5 except for paragraph (c) of the clause which shall retain its original meaning.)

**3. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:**

- (a) 252.249-7001 NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991) (See Footnotes 2 and 5.)
- (b) 252.249-7002 NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION (MAY 1995) (See Footnote 1.)

**4. The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$1,000,000:**

- (a) 252.211-7000 ACQUISITION STREAMLINING (DEC 1991) (See Footnote 5.)

**5. The following DFARS clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:**

- (a) 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applicable if this Contract exceeds \$100,000 and precious metals will be furnished as GFE.)
- (b) 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994) (Applicable if this Contract requires CONTRACTOR's access to proscribed information, as defined in the clause, and this is a contract under a national security program.)
- (c) 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 1991) (Applicable if cost or pricing data was submitted under this Contract. See Footnotes 1 and 2.)
- (d) 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996) (Applicable if FAR 52.219-9 applies to this Contract.)
- (e) 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires submission of hazardous material data sheets; see FAR 23.302(c).)
- (f) 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applicable only if the articles furnished under the Contract contain ammunition or explosives, including liquid and solid propellants. See Footnotes 1, 3 and 5.)
- (g) 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applicable if DFARS 252.223-7002 applies to this Contract. See Footnotes 2 and 4.)
- (h) 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) (Applies if this Contract requires, or may require or permit CONTRACTOR performance on a DOD installation.)
- (i) 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (NOV 1995) (Applicable if this Contract exceeds \$50,000 and the articles furnished thereunder contain specialty metals.)
- (j) 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (SEP 1996) (Applicable if items supplied under this Contract contain ball or roller bearing. See Footnote 2.)
- (k) 252.225-7022 RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) BASED CARBON FIBER (DEC 1991) (Applicable only if the items furnished under this Contract contain polyacrylonitrile fibers and will be used in the end product furnished under the applicable prime contract. See Footnote 2.)
- (l) 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (NOV 1995) (Applicable if this Contract is a first-tier U.S. Government subcontract and exceeds \$100,000, unless it is for commercial items as defined in DFARS 211.7001; "subcontractor" when used herein shall mean the CONTRACTOR.)
- (m) 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES (OCT 1992) (Applicable if this Contract exceeds \$1 million and is with a United Kingdom firm. See Footnote 2.)

- (n) 252.227-7034 PATENTS - SUBCONTRACTS (APR 1984) (Applicable to all experimental, research, or development work under this Contract performed by CONTRACTOR's subcontractors at any tier.)
- (o) 252.227-7036 CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987) (In subparagraph (c). See Footnote 3.)
- (p) 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995) (Applicable if this Contract or any subcontract at any tier requires the delivery of technical data. See Footnote 5.)
- (q) 252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991) (Applicable if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. See Footnote 2.)
- (r) 252.242-7005 COST/SCHEDULE STATUS REPORT (DEC 1991) (Applicable if specified by LOCKHEED MARTIN. See Footnotes 1 and 2.)
- (s) 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applicable only if this is a fixed price contract.)

**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" 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.