**A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**

The FAR and 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, 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 said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.

2. "Commercial service" means any such service as defined in FAR 2.101.

3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

4. "Contract" means this contract.

5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

7. "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.

8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. INDEMNITY**

In the event LOCKHEED MARTIN incurs, as a result of the actions or omissions of SELLER, any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of un-allowability, un-allocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, , LOCKHEED MARTIN shall be entitled to relief under Section 2.c of CorpDoc4EDU as previously agreed by the parties.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT - Reserved**

**E. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE**

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

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| **Type** | **Clause No.**  | **Title**  | **Date** | **Modifications** |
| DFARS | 252.227-7037  | Validation of Restrictive Markings on Technical Data. | 9/1/2016 |  |
| FAR | 5252.247-9505 | TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995) | 2/1/1995 |  |
| FAR | 5252.201-9500 | TECHNICAL POINTS OF CONTACT (NAVAIR) (OCT 2005) | 10/1/2012 |  |
| DFAR | 252.204-7000  | Disclosure of Information. | 10/01/2016 | In paragraph (b) "ContractingOfficer" means "Lockheed Martin" and "10 days" means "20days." |
| FAR | 52.232-39 | Unenforceability of Unauthorized Obligations. | 6/1/2013 |  |
| DFARS | 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 12/01/2019 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| DFARS | 252.244-7000 | Subcontracts for Commercial Items. | 6/01/2013 |  |
| FAR | 52.204-2 | Security Requirements. | 8/1/1996 | Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract. |
| FAR | 52.232-17 | Interest | 5/1/2014 | "Government" means "Lockheed Martin." |
| FAR | 52.239-1 | Privacy or Security Safeguards. | 8/1/1996 |  |
| FAR | 52.243-2 | Changes-Cost-Reimbursement. | 8/1/1987 |  |
| FAR | 52.244-6 | Subcontracts for Commercial Items. | 8/1/2019 |  |
| FAR | 52.245-9 | Use and Charges | 4/1/2012 | Communications with the Government under this clause will be made through Lockheed Martin. |
| DFARS | 252.204-7004 | Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN | 2/1/2019 |  |
| DFARS | 252.239-7001 | Information Assurance Contractor Training and Certification. | 1/1/2008 |  |
| DFARS | 252.243-7002 | Requests for Equitable Adjustment. | 12/01/2012 | "Government" means "LockheedMartin." |
| DFARS | 252.245-7004 | Reporting, Reutilization, and Disposal. | 12/01/2017 | "Contracting Officer" means Lockheed Martin. |
| DFARS | 252.211-7008 | Use of Government-Assigned Serial Numbers | 9/01/2010 |  |
| FAR | 52.225-13 | Restrictions on Certain Foreign Purchases | 6/01/2008 | Communication required under this clausefrom/to Seller to/from the Contracting Officer shall be through Lockheed Martin. |

**F. GOVERNMENT SUBCONTRACT CLAUSES INCORPORATED BY FULL-TEXT**

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