**A. INCORPORATION OF FAR AND DFARS CLAUSES**

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 Item" means a commercial item as defined in FAR 2.101.

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

3. "Contract" means this contract.

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

5. "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.

6. "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.

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

**C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.

2. Substitute "LOCKHEED MARTIN Procurement 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 SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.

6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.

7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

**Supplemental Term(s) Added**:

In addition to the FAR/DFAR flow down requirements contained within CORPDOC 3 & 3A, the following FAR/DFAR and NAVSEA requirements listed herein shall apply to this request for proposal and any resulting subcontract:

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| --- | --- | --- |
| **Clause No** | **Date** | **Title** |
| 52.246-8 | 5/1/2001 | Inspection of Research and Development Cost-Reimbursement. |
| H-29 | 3/1/2013 | COMMERCIAL COMPUTER SOFTWARE LICENSE |
| H-35 | 8/1/2012 | H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE |
| H-37 | 12/1/2010 | H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS |
| H-45 | 1/1/2013 | AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION AND COMPUTER SOFTWARE |
| H-36 | 12/1/2011 | CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIA |
| 52.203-10 | 5/1/2014 | Price or Fee Adjustment for Illegal or Improper Activity. |
| 52.204-2 | 8/1/1996 | Security Requirements. |
| 52.232-17 | 5/1/2014 | Interest. |
| 52.245-9 | 4/1/2012 | Use and Charges. |
| 252.208-7000 | 12/1/1991 | Intent to Furnish Precious Metals as Government-Furnished Material. |
| 252.239-7000 | 6/1/2004 | Protection Against Compromising Emanations. |
| 252.239-7001 | 1/1/2008 | Information Assurance Contractor Training and Certification. |
| 252.243-7002 | 12/1/2012 | Requests for Equitable Adjustment. |
| 252.246-7001 | 3/1/2014 | Warranty of data. |
| 252.237-7023 | 10/1/2010 | Continuation of Essential Contractor Services. |
| 52.222-51 | 5/1/2014 | Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair |
| 52.232-39 | 6/1/2013 | Unenforceability of Unauthorized Obligations. |