

4105817052\_THAAD Flowdowns\_04-25-2024

**U.S. GOVERNMENT CLAUSES**

**Prime Contract Number: 4105817052**  
**Modification/Rev. Number: MOD 001**  
**Date of Creation: 04-25-2024**

***The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.***

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227- 1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer’s customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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**CLAUSES INCORPORATED BY REFERENCE:**

**FAR CLAUSES**

<b>Clause</b>	<b>Date</b>	<b>Reference</b>
52.203-6	JUN 2020	RESTRICTONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if this Contract exceeds the simplified acquisition threshold specified in FAR 3.808 on the date of award of this Contract).
52.203-12	JUN 2020	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
52.203-13	NOV 2021	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
52.203-14	NOV 2021	DISPLAY OF HOTLINE POSTERS (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of award of this Contract. Contact the Lockheed Martin Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)
52.203-17	JUN 2020	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract).
52.203-19	JAN 2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.204-2	MAR 2021	SECURITY REQUIREMENTS (Applies if the Work requires access to classified information.)
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)
52.204-10	JUN 2020	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)
52.204-21	NOV 2021	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applies unless SELLER is furnishing commercially available off-the-shelf items.)
52.204-23	NOV 2021	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (SELLER shall provide LOCKHEED MARTIN copies of any reports provided under this clause which relate to the performance of this Contract.)

Clause	Date	Reference
52.204-25	NOV 2021	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT(Note 4 applies in paragraph (b). Reports required by this clause will be made to LOCKHEED MARTIN.)
52.209-6	NOV 2021	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to LOCKHEED MARTIN.)
52.211-5	AUG 2000	MATERIAL REQUIREMENTS (Note 2 applies.)
52.215-2	Jun 2020	AUDIT AND RECORDS-NEGOTIATION (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "LOCKHEED MARTIN" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.) Any resulting reduction to SELLER'S prices shall not include any LOCKHEED MARTIN unabsorbed overhead and profit, or any fines or penalties assess solely against Lockheed Martin and not resulting from or related to Seller's failure to provide current, accurate or complete cost or pricing data.
52.215-11	Jun 2020	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATION (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "LOCKHEED MARTIN" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.) <b>Any resulting reduction to SELLER'S prices shall not include any LOCKHEED MARTIN unabsorbed overhead and profit, or any fines or penalties assess solely against Lockheed Martin and not resulting from or related to Seller's failure to provide current, accurate or complete cost or pricing data.</b>
52.215-12	JUN 2020	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

Clause	Date	Reference
52.215-13	JUN 2020	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)
52.215-14	NOV 2021	INTEGRITY OF UNIT PRICES (Applies if this Contract exceeds the simplified acquisition threshold. Delete paragraph (b) of the clause.)
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applicable if this Contract meets the applicability requirements of FAR 15.4080). Note 5 applies.)
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)
52.215-20	NOV 2021	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST PRICING DATA (Note 2 applies in paragraph (a)(l).)
52.215-21	NOV 2021	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST PRICING DATA – MODIFICATION (Note 2 applies in paragraphs (a)(1) and (b).)
52.215-23	JUN 2020	LIMITATION ON PASS-THROUGH CHARGES (Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Notes 4 and 6 apply.)
52.219-8	OCT 2018	UTILIZATION OF SMALL BUSINESS CONCERNS (Note 8 applies.)
52.219-9	NOV 2021	SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this Contract exceeds the threshold at FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)
52.222-4	MAY 2018	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)
52.222-21	APR 2015	PROHIBITION OF SEGREGATED FACILITIES (Note 8 applies.)

Clause	Date	Reference
52.222-26	SEP 2016	EQUAL OPPORTUNITY (Note 8 applies.)
52.222-35	JUN 2020	EQUAL OPPORTUNITY FOR VETERANS (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)
52.222-36	JUN 2020	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)
52.222-37	JUN 2020	EMPLOYMENT REPORTS ON VETERANS (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Contract exceeds \$10,000. Note 8 applies.)
52.222-41	AUG 2018	SERVICE CONTRACT ACT OF 1965 (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)
52.222-50	NOV 2021	COMBATING TRAFFICKING IN PERSONS (Note 2 applies. In paragraph (e) Note 3 applies.)
52.222-54	NOV 2021	EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)
52.222-55	JAN 2022	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "LOCKHEED MARTIN.")
52.222-62	JAN 2022	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
52.223-3	FEB 2021	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
52.223-7	JAN 1997	NOTICE OF RADIOACTIVE MATERIALS (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)
52.223-11	JUN 2016	OZONE-DEPLETING SUBSTANCES (Applies if the Work was manufactured with or contains ozone-depleting substances.)
52.223-18	JUN 2020	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applies if this Contract exceed the micro-purchase threshold as defined in FAR 2-101 on the date of award of this Contract. Note 8 applies.)
52.224-3	JAN 2017	PRIVACY TRAINING (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain,

Clause	Date	Reference
		disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)
52.225-1	NOV 2021	BUY AMERICAN ACT -- SUPPLIES (Applicable if the Work contains other than domestic components as defined by this clause.)
52.225-5	OCT 2019	TRADE AGREEMENTS (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.) Applies only if the Prime Contract contains this clause.
52.225-8	OCT 2010	DUTY FREE ENTRY (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)
52.225-13	FEB 2021	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUN 2020	AUTHORIZATION AND CONSENT (Applies only if the Prime Contract contains this clause.)
52.227-2	JUN 2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies if this Contract exceeds the simplified acquisition threshold. Notes 2 and 4 apply.)
52.227-9	APR 1984	REFUND OF ROYALTIES (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)
52.227-10	DEC 2007	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (Applies if the Work or any patent application may cover classified subject matter.)
52.227-11	MAY 2014	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LOCKHEED MARTIN Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)
52.217-14	MAY 2014	RIGHTS IN DATA - GENERAL (Does not apply if DFARS 252.227-7013 applies).
52.228-5	JAN 1997	WORK ON A GOVERNMENT INSTALLATION (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)
52.230-2	JUN 2020	COST ACCOUNTING STANDARDS (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)
52.230-3	JUN 2020	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)

Clause	Date	Reference
52.230-4	JUN 2020	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)
52.230-5	JUN 2020	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)
52.232-40	NOV 2021	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if LOCKHEED MARTIN does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
52.233-3	AUG 1996	PROTEST AFTER AWARD (In the event LOCKHEED MARTIN's customer has directed LOCKHEED MARTIN to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, LOCKHEED MARTIN may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from LOCKHEED MARTIN".)
52.234-1	SEP 2016	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (Notes 1 and 2 apply.)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)
52.242-13	JUL 1995	BANKRUPTCY (Notes 1 and 2 apply.)
52.242-15	AUG 1989	STOP-WORK ORDER (Notes 1 and 2 apply.)
52.243-1	AUG 1987	CHANGES - FIXED PRICE (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)
52.243-6	APR 1984	CHANGE ORDER ACCOUNTING (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)
52.244-5	JAN 2022	COMPETITION IN SUBCONTRACTING
52.244-6	JAN 2022	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	SEP 2021	GOVERNMENT PROPERTY ("Contracting Officer" means "LOCKHEED MARTIN" except in the definition of Property Administrator and in paragraphs (h)(l)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes LOCKHEED MARTIN.

Clause	Date	Reference
		"Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(l) where it means "LOCKHEED MARTIN" and except in paragraphs (d)(2) and (g) where the term includes LOCKHEED MARTIN. The following is added as paragraph (n) "SELLER shall provide to LOCKHEED MARTIN immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")
52.246-2	AUG 1996	INSPECTION OF SUPPLIES - FIXED PRICE (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED PRICE (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)
52.246-26	JUN 2020	REPORTING OF NONCONFORMING ITEMS (Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to LOCKHEED MARTIN as well as the Contracting Officer. SELLER shall notify LOCKHEED MARTIN when it issues a GIDEP report pursuant to this clause.)
52.247-63	JUN 2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if this Contract involves international air transportation.)
52.247-64	NOV 2021	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS
52.248-1	JUN 2020	VALUE ENGINEERING (Applies if this Contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "LOCKHEED MARTIN" in the phrase "Government costs.")
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "LOCKHEED MARTIN and the Government". In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
52.249-5	AUG 2016	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT



Clause	Date	Reference
		INSTITUTIONS (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

### **DFARS CLAUSES**

Clause	Date	Reference
252.203-7001	DEC 2008	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies if this Contract exceeds the simplified acquisition threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Lockheed Martin not the Government. In paragraph (f), note 5 applies.)
252.203-7002	SEP 2013	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.203-7003	AUG 2019	AGENCY OFFICE OF THE INSPECTOR GENERAL (Applies when FAR 52.203-13 applies to this Contract.)
252.203-7004	AUG 2019	DISPLAY OF FRAUD HOTLINE POSTER(S) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii)).
252.204-7009	OCT 2016	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)
252.204-7012	DEC 2019	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish LOCKHEED MARTIN copies of notices provided to the Contracting Officer at the time such notices are sent. SELLER shall also furnish LOCKHEED MARTIN copies of any reports SELLER receives from its lower tier subcontractors.)
252.204-7015	MAY 2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.204-7018	JAN 2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (Copies of

Clause	Date	Reference
		reports provided by SELLER under this clause will be provided to LOCKHEED MARTIN.)
252.204-7020	NOV 2020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (Applies except if this Contract is for commercial off the shelf items.)
252.211-7003	MAR 2016	ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if this Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to LOCKHEED MARTIN. "Government" means "LOCKHEED MARTIN" except in the definition of "issuing agency" in paragraph (a).)
252.215-7008	JUL 2019	ONLY ONE OFFER (Applies if this subcontract exceeds the simplified acquisition threshold.)
252.215-7010	JUL 2019	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA This clause applies in lieu of FAR 52.215-20. Contracting Officer means "LOCKHEED MARTIN" Paragraph (b)(ii)(E) is deleted.
252.219-7003	DEC 2019	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (Applies if FAR 52.219-9 applies to this Contract.)
252.222-7006	DEC 2010	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)
252.223-7001	DEC 1991	HAZARD WARNING LABELS (Applies if this Contract requires the delivery of hazardous materials.)
252.223-7002	MAY 1994	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(l)(i) and (e)(l)(ii). Note 3 applies. Delete "prime" in (g)(l)(ii) and add "and LOCKHEED MARTIN Procurement Representative." Delete in (g)(l)(ii) "substituting its name for references to the Government.")
252.223-7003	DEC 1991	CHANGE IN PLACE OF PERFORMANCE -AMMUNITION AND EXPLOSIVES (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
252.223-7007	SEP 1999	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)
252.223-7008	JUN 2013	PROHIBITION OF HEXAVALENT CHROMIUM (Note 2 applies.)
252.225-7001	SEP 2017	FARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
252.225-7007	DEC 2018	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this

Clause	Date	Reference
		contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)
252.225-7009	DEC 2019	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)
252.225-7012	DEC 2017	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	APR 2020	DUTY-FREE ENTRY (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52- 225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact LOCKHEED MARTIN's Procurement Representative.)
252.225-7016	JUN 2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)
252.225-7021	SEP 2019	TRADE AGREEMENTS (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.) Applies only if the Prime Contract contains this clause.
252.225-7033	APR 2003	WAIVER OF UNITED KINGDOM LEVIES (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)
252.225-7043	JUN 2015	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)
252.225-7048	JUN 2013	EXPORT-CONTROLLED ITEMS
252.225-7052	OCT 2020	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (Applies except where an exception in paragraph (c) applies.)
252.226-7001	APR 2019	UTILIZATION OF INDIAN ORGANIZATIONS, IN DIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(l) "Contractor" shall mean "LOCKHEED MARTIN." LOCKHEED MARTIN shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to LOCKHEED MARTIN.)
252.227-7013	FEB 2014	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (Applies in lieu of FAR 52.227-14.)
252.227-7014	FEB 2014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies in lieu of FAR 52.227-14.)
252.227-7015	FEB 2014	TECHNICAL DATA - COMMERCIAL ITEMS (Applies to commercial items delivered under this Contract)

Clause	Date	Reference
252.227-7016	JAN 2011	RIGHTS IN BID OR PROPOSAL INFORMATION
252.232-7017	APR 2020	ACCELERATING PAYMENTS TO SMALL BUSSINES SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION (Note 1 applies.)
252.227-7019	SEP 2016	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE
252.227-7025	MAY 2013	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (For paragraph (c)(l), note 3 applies.)
252.227-7026	APR 1988	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Note 1 applies.)
252.227-7027	APR 1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Note 1 applies to the first sentence.)
252.227-7028	JUN 1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)
252.227-7030	MAR 2000	TECHNICAL DATA - WITHHOLDING OF PAYMENT (Notes 1 and 2 apply to (a); Note 4 applies to (b).)
252.227-7037	SEP 2016	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.227-7038	JUN 2012	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)
252.227-7005	NOV 2019	MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)
252.231-7000	DEC 1991	SUPPLEMENTAL COST PRINCIPLES
252.235-7003	MAY 2014	FREQUENCY AUTHORIZATION - BASIC (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)
252.243-7001	DEC 1991	PRICING OF CONTRACT MODIFICATIONS (Applies if this is a fixed price contract).
252.244-7000	JAN 2021	SUBCONTRACTS FOR COMMERCIAL ITEMS
252.246-7003	JUN 2013	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to LOCKHEED MARTIN and the contracting officer identified to SELLER.)

Clause	Date	Reference
252.246-7007	AUG 2016	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)
252.246-7008	MAY 2018	SOURCES OF ELECTRONIC PARTS (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.
252.247-7023	FEB 2019	TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)
252.249-7002	JUN 2020	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this Contract exceeds the threshold specified in DFARS 249.7003(c)(2)(ii)). Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d)(2).)

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**CLAUSES INCORPORATED IN FULL TEXT:****1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007) (Applicable to solicitations and contracts exceeding the threshold specified in FAR 3.808 on the date of the subcontract award.)**

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to LOCKHEED MARTIN OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.

**2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (AUG 2020)**

(a)(l) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

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

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, LOCKHEED MARTIN may terminate this contract for default.

### **3. FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)**

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

### **4. FAR 52.222-25 Affirmative Action Compliance (APR 1984)**

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.