

Postanowienia Umowne wymagane przez Rząd Stanów Zjednoczonych mające zastosowanie do Zamówień realizowanych na potrzeby kontraktu rządowego FA8615-20-D-6052 F16 Program

U.S. Government Provisions and Clauses for Orders under U.S. Government Contract FA8615-20-D-6052 F16 Program

1. Ogólne Informacje

- 1.1. Jeśli zamówienie zostało złożone w wykonaniu kontraktu udzielonego przez Rząd Stanów Zjednoczonych, dodatkowe postanowienia umowne wynikające z regulacji Rządu Stanów Zjednoczonych (dalej jako „Wymagania Rządowe”) mają zastosowanie. W przypadku sprzeczności pomiędzy postanowieniami zawartymi w niniejszym dokumencie a warunkami zakupowymi PZL Mielec bądź zawartej umowy pomiędzy PZL Mielec a Dostawcą, postanowienia niniejszego dokumentu mają zastosowanie w zakresie dopuszczalnym przez prawo. Jeśli inaczej nie określono w niniejszym dokumencie, wszelkie wyrażenia rozpoczynające się z dużych liter mają znaczenie nadane im w warunkach zakupowych PZL Mielec bądź umowie zawartej pomiędzy PZL Mielec a Dostawcą. Niniejszy dokument został sporządzony w dwóch wersjach językowych tj. polskiej i angielskiej, za wyjątkiem części dotyczącej specyficznych Wymagań Rządowych, przy czym wersja angielska pozostaje wersją obowiązującą.
- 1.2. PZL Mielec dołożył należytej staranności aby umieścić wszystkie wymagane przez prawo Wymagania Rządowe wskazać w niniejszym dokumencie. Jeśli jednak którekolwiek z wymagań zostały pominięte to przyjmuje się, że w tych sytuacjach w których zastosowanie odpowiednich wymagań wynika z prawa bądź jest wymagane na podstawie Wymagań Rządowych, wymagania te obowiązują z mocy prawa.
- 1.3. Dostawca zobowiązany jest do inkorporowania Wymagań Rządowych do wszelkich zamówień złożonych do swoich poddostawców w zakresie w jakim zamówienia te wspierają Zamówienie.
- 1.4. W najszerszym zakresie dopuszczalnym przez prawo, w przypadku gdy powstaną okoliczności uzasadniające odpowiedzialność PZL Mielec z tytułu realizacji Zamówienia, a wynikają one z niedotrzymania warunków określonych niniejszym dokumentem przez Dostawcę czy jego poddostawców, Dostawca zobowiązuje się zwolnić z odpowiedzialności PZL Mielec, która to odpowiedzialność obejmuje wszelkie koszty, obniżki cen, potrącenia, kary, odsetki i inne roszczenia, oraz decyzje o uznaniu kosztów za niekwalifikowane czy niedozwolone, a także jakkolwiek cywilną, administracyjną czy karną odpowiedzialność niezależnie czy powstała na podstawie prawa czy umowy. W tym zakresie Dostawca zobowiązuje się zwolnić PZL Mielec z obowiązku świadczenia oraz zobowiązuje się zwrócić

1. General

- 1.1. If an Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions (“U.S. Government Contract Clauses”) shall apply. In the event of a conflict between a provision in this document and Buyer’s Standard Terms and Conditions of Purchase or relevant Agreement between PZL Mielec and Supplier, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in Buyer’s Standard Terms and Conditions of Purchase or Agreement. This document is prepared in two languages Polish and English, except the part related to specific U.S. Government Contract Clauses, provided that English version is prevailing.
- 1.2. While PZL Mielec has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Order.
- 1.3. Supplier shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of the Order.
- 1.4. Supplier shall indemnify and hold PZL Mielec harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier’s subcontractors’ failure to comply with the applicable U.S. Government Contract Clauses.

2. Inspection of Books and Records

- 2.1. Supplier agrees that its books, records and facilities, or such parts of its facilities as may be engaged in the performance of the Order, shall at all reasonable times be subject to inspection and audit by Buyer or any authorized representatives of the U.S. Government
- 2.2. Supplier hereby grants to Buyer the right to conduct audits of Supplier’s premises, records, data and documentation pertaining to: quality, inspection and testing of Goods; security and data protection

PZL Mielec wszelkie koszty powstałe w związku poniesioną odpowiedzialnością czy obroną przed nią.

2. Audyt Ksiąg i Dokumentacji

2.1. Dostawca wyraża zgodę na to aby jego księgi, dokumentacja oraz pomieszczenia, bądź ich części, które są przeznaczone bądź które odnoszą się do realizacji Zamówienia, mogły być w każdym czasie przeglądane i audytowane przez PZL Mielec bądź autoryzowanego przedstawiciela Rządu Stanów Zjednoczonych.

2.2. Dostawca niniejszym przyznaje PZL Mielec prawo do przeprowadzenia audytów pomieszczeń, dokumentacji, danych i dokumentacji Dostawcy dotyczącej: jakości, inspekcji i testowania Towarów; środków ochrony danych i ich procedur; procesów zgodności z wymaganiami etycznymi; innych zobowiązań wynikających z Zamówienia.

2.3. Dostawca udostępni w swoich pomieszczeniach w rozsądnym czasie dokumentację, materiały i inne dowody na potrzeby badań, audytów bądź odtwarzania w terminie 3 lat licząc od dnia ostatniej płatności. Jeśli Zamówienie zostało częściowo bądź w całości anulowane, rozwiązane, dokumentacja dotycząca części rozwiązanego Zamówienia będzie dostępna przez okres 3 lat od dnia osiągnięcia porozumienia w przedmiocie rozwiązania. Dokumentacja dotycząca procedur odwoławczych bądź sporów sądowych bądź negocjowanych umów ugody co do roszczeń wynikających z Zamówienia będą dostępne do czasu gdy procedura odwoławcza, spór sądowy bądź negocjacje w celu zawarcia umowy ugody zostaną zakończone.

2.4. Jak zostało użyte w niniejszej Sekcji 2, dokumentacja obejmuje księgi, dokumenty, procedury i praktyki stosowane w rachunkowości i inne dane niezależnie od typu bądź formy ich utrwalenia. Niniejsze postanowienie jednakże nie zakłada na Dostawcę tworzenia bądź utrzymywania jakiegokolwiek dokumentacji, której Dostawca nie utrzymuje podczas standardowego prowadzenia działalności bądź wynikającej z przepisów prawa.

3. Postanowienia Umowne dotyczące Wymagań Rządowych

Niezależnie od powyższego, poniżej wskazane klauzule implementujące wymagania zawarte w Federal Acquisition Regulations (i/lub suplementach do nich) mają zastosowanie do realizacji Zamówienia złożonego na potrzeby kontraktu rządowego F16 Program (Aft, Longhorn)

Uwaga: Jeśli nie zostało wyraźnie określone inaczej, w każdym przypadku gdy Wymagania Rządowe mają zastosowanie do tego postępowania i w celu ochrony interesu Polskich Zakładów Lotniczych Sp. z o.o. (PZL Mielec).

procedures; ethical practices; and, any other requirement or obligation, under the Order.

2.3. The Supplier shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under the Order. If the Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to the Order shall be made available until such appeals, litigation, or claims are finally resolved.

2.4. As used in this Section 2, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Supplier to create or maintain any record that the Supplier does not maintain in the ordinary course of business or pursuant to a provision of law.

3. U.S. Government Contract Clauses

Without limiting the generality of foregoing, the following Federal Acquisition Regulations (and/or its supplements) clauses apply to all Orders in support of contract F16 Program (Aft, Longhorn)

Note: Unless otherwise expressly noted herein, where necessary to make the U.S Government Contract Clauses applicable to the solicitation/award and to protect Polskie Zakłady Lotnicze Sp. z o.o. (PZL Mielec) interest.

The words "Government", "DoD", "Contracting Officer" and „LOCKHEED MARTIN" each shall mean "PZL Mielec" or (when appropriate) "PZL Mielec and the Contracting Officer",

The words "Contractor" or "Offeror" shall mean "Supplier",

and the words "Contract"; "Schedule" and "Work" shall refer to this solicitation/award.

All clause(s), provision(s) and notices are incorporated herein by reference with the same force and effect as if set forth in full text, and made a part of the solicitation/order as applicable. Full text available at <https://www.acquisition.gov/>

[space intentionally left blank]

Wyrażenia "Government", "DoD", "Contracting Officer" i „LOCKHEED MARTIN” oznaczają PZL Mielec bądź (tam gdy wynika to z klauzuli) „PZL Mielec oraz Contracting Officer”,

Wyrażenia "Contractor" lub "Offeror oznaczają Dostawcę,

[space intentionally left blank]

a wyrażenia „Contract”; "Schedule" oraz „Work” dotyczą realizacji Zamówienia.

Wszystkie niżej wskazane klauzule i postanowienia są inkorporowane do Zamówienia poprzez wskazanie ich tytułów przy czym mają one taką samą moc obowiązującą jak gdyby ich cały tekst był przedstawiony w tym dokumencie, klauzule stanowią część obowiązującą Zamówienia. Pełny tekst klauzul dostępny na stronie <https://www.acquisition.gov/>

Provision/ Clause	Date of Provision/ Clause	Title	Supplier Conditional Threshold Amount (if applicable)	Notes
FAR (Federal Acquisition Regulation)				
52.203-6	Sep - 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	\$250,000	Applies if Contract exceeds the simplified acquisition threshold \$250,000
52.203-11	Sep - 2007	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	\$150,000	Applicable to Contract exceeding \$150,000
52.203-12	Oct – 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	\$150,000	Applicable to Contract exceeding \$150,000
52.203-13	Oct-2015	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	\$5,500,000	Applies if Contract exceeds \$5,000,000 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.

52.203-14	Oct-2015	DISPLAY OF HOTLINE POSTER(S)	\$5,500,000	Applies if Contract exceeds \$5,500,000. This clause applies to 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 Check: DFARS 252.203-7004
52.203-15	Jun -2010	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009		Applies to all Contracts funded in whole or in part with Recovery Act funds
52.203-16	Aug -2018	PREVENTING PERSONAL CONFLICTS OF INTEREST" (DoD CLASS DEVIATION 2018-O0018)	\$250,000	Applies to Contract that exceed; \$250,000 and in which Contractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).
52.203-17	Apr-2014	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	\$250,000	Applies if Contract exceeds the simplified acquisition threshold \$250,000
52.203-19	Jan- 2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS		
52.204-2	Aug – 1996	SECURITY REQUIREMENTS		Applies if the Work requires access to classified information
52.204-9	Jan - 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL		Applies where Contractor will have physical access to a federally-controlled facility or access to a Federal information system
52.204-10	Oct- 2018	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS		
52.204-21	Jun -2016	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS		Applies if Contractor may have Federal contract information residing in or transiting through its information system unless Contractor is furnishing commercially available off-the-shelf items
52.204-23	Jul- 2018	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIE		Contractor shall provide LOCKHEED MARTIN copies of any reports provided under this clause which relate to the performance of the Contract

52.204-25	Aug -2019	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT		Insert "or LOCKHEED MARTIN" after "Government" in paragraph (b) Reports required by this clause will be made to LOCKHEED MARTIN
52.209-5	Oct-2015	CERTIFICATION REGARDING REPONSIBILITY MATTERS		
52.209-6	Oct-2015	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	\$35,000	Applies if Contract exceeds \$35,000. Copies of notices provided by Contractor to the Contracting Office shall be provided to LOCKHEED MARTIN
52.211-5	Aug - 2000	MATERIAL REQUIREMENTS		Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
52.215-2	Oct-2010	AUDIT AND RECORDS-NEGOTIATION	\$250,000	Applies if Contract exceeds the simplified acquisition threshold \$250,000 and if: (1) Contractor is required to furnish cost or pricing data, or (2) the Contract requires Contractor to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause Alternate II applies if Contractor 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. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "LOCKHEED MARTIN" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under the Contract.
52.215-11	Aug -2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS		Applies if submission of certified cost or pricing data is required for modifications. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause 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 the Contract
52.215-12	Jun - 2020	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA		Applies if Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.
52.215-13	May-2018	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATION" (DEVIATION 2018-O0015)		Applies if Contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provided certified cost or pricing data.
52.215-14	Oct -2010	INTEGRITY OF UNIT PRICES		The substance of this clause, less paragraph (b) of this clause is applicable to all Contracts for other than: acquisitions at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award; construction or architect-engineer services under FAR part 36; utility services under FAR part 41; services where supplies are not required; commercial items; and petroleum products.
52.215-15	Oct -2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS		Applies if Contract meets the applicability requirements of FAR 15.408(g). Communication/notification required under this clause from/to Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.
52.215-16	Jun -2003	FACILITIES CAPITAL COST OF MONEY		
52.215-17	Oct- 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY		
52.215-18	Jul -2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS		Applicable if Contract meets the applicability requirements of FAR 15.408(j). Communication/notification required under this clause from/to Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.
52.215-19	Oct -1997	NOTIFICATION OF OWNERSHIP CHANGES		Applies if Contract meets the applicability requirements of FAR 15.408(k). Communication/notification required under this clause from/to Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN
52.215-20	Oct -2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR		Check DFARS 252.215-7010

		INFORMATION OTHER THAN COST OR PRICING DATA		
52.215-21	Oct -2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS		
52.215-23	Oct- 2009	LIMITATION ON PASS-THROUGH CHARGES		Applies if Contract is a cost-reimbursement Contract 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. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
52.216-16	Oct -2016	INCENTIVE PRICE REVISION -- FIRM TARGET		"Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract
52.216-7	Aug-2018	ALLOWABLE COST AND PAYMENT		. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies on to the material portion of the Contract
52.216-8	Jun-2011	FIXED FEE		Applies only if this Contract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials Contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
52.216-10	Jun-2011	INCENTIVE FEE		Applies only if Contract includes an incentive fee. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The

				amounts in paragraph (e) are set forth on the face of the Contract. Does not apply if this is a labor hour or time and materials contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
52.216-11	Apr-1984	NO FEE		Applies only if Contract is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
52.219-8	Oct -2018	UTILIZATION OF SMALL BUSINESS CONCERNS	\$250,000	Applies if Contract exceeds the simplified acquisition threshold \$250,000. This clause applies to 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
52.219-9	Apr - 2018	SMALL BUSINESS SUBCONTRACTING PLAN" (DEVIATION 2018-O0018)	\$700,000	Applies if Contract exceeds \$700,000. Does not apply if Contractor is a small business concern. "Contracting Officer" means " LOCKHEED MARTIN " in paragraph (c). Contractor's subcontracting plan is incorporated herein by reference
52.222-2	Jul-1990	PAYMENT FOR OVERTIME PREMIUMS		Insert Zero in the blank. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
52.222-4	May- 2018	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION		Applies if Contract may require or involve the employment of laborers and mechanics. This clause applies to 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

52.222-21	Apr- 2015	PROHIBITION OF SEGREGATED FACILITIES		This clause applies to 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
52.222-22	Feb-1999	Previous Contracts and Compliance Reports		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.
52.222-25	Apr-1984	Affirmative Action Compliance		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.
52.222-26	Sep-2016	EQUAL OPPORTUNITY		This clause applies to 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
52.222-35	Oct- 2015	EQUAL OPPORTUNITY FOR VETERANS	\$150,000	Applies if Contract is for \$150,000 or more. This clause applies to 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
52.222-36	Jul- 2014	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	\$15,000	Applies if Contract exceeds \$15,000. This clause applies to 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
52.222-37	Feb- 2016	EMPLOYMENT REPORTS ON VETERANS	\$150,000	Applies if Contract is for \$150,000 or more. This clause applies to 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
52.222-40	Dec- 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	\$10,000	Applies if Contract exceeds \$10,000. This clause applies to 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

52.222-41	Aug - 2018	SERVICE CONTRACT ACT OF 1965		Applies if Contract is 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. This clause applies to 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
52.222-50	Jan -2019	COMBATING TRAFFICKING IN PERSONS		
52.222-54	Oct- 2015	EMPLOYMENT ELIGIBILITY VERIFICATION	\$3,500	Applies if Contract exceeds \$3,500. This clause applies to 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
52.222-55	Dec- 2015	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.
52.222-56	Mar -2015	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN		Applies to all solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d), "Contracting Officer" means "Contracting Officer and LOCKHEED MARTIN." In paragraph (e), "Government" means LOCKHEED MARTIN ".
52.222-62	Jan- 2017	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706		Applies if 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	Jan - 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA		Applies if Contract involves hazardous material
52.223-7	Jan - 1997	NOTICE OF RADIOACTIVE MATERIALS		Applies to Work containing covered radioactive material

52.223-11	Jun - 2016	OZONE-DEPLETING SUBSTANCES		Applies if the Work was manufactured with or contains ozone-depleting substances.
52.223-18	Aug -2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	\$10,000	Applies if Contract exceed the micro-purchase threshold \$10,000. This clause applies to 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
52.224-3	Jan- 2017	PRIVACY TRAINING		Applies if Contractor will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
52.225-1	May - 2014	BUY AMERICAN ACT -- SUPPLIES		Applies if the Work contains other than domestic components.
52.225-3	May -2014	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT		Applies to all solicitations for supplies, including commercial items
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. Check DFARS 252.225-7021
52.225-8	Oct – 2010	DUTY FREE ENTRY		Applies if Work will be imported into the Customs Territory of the United States.
52.225-13	Jun- 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES		
52.227-1	Dec -2017	AUTHORIZATION AND CONSENT		Applies only if the Prime Contract contains this clause
52.227-2	Dec -2017	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	\$250,000	Applies if Contract exceeds the simplified acquisition threshold \$250,000. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
52.227-9	Apr- 1984	REFUND OF ROYALTIES		Applies when reported royalty exceeds \$250

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 Contract includes, at any tier, experimental, developmental, or research Work and Contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in Contract. If no agency is identified, contact the LOCKHEED MARTIN identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if Contractor 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
52.227-14	May -2014	RIGHTS IN DATA - GENERAL		Does not apply if DFARS 252.227-7013 applies
52.227-21	May -2014	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS		
52.228-5	Jan - 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION		Applies if Contract involves Work on a Government installation. Insert "or LOCKHEED MARTIN" after "Government" to paragraph (b). Unless otherwise specified by Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.
52.229-8	Mar - 1990	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS		
52.230-2	May - 2018	COST ACCOUNTING STANDARDS" (DEVIATION 2018-O0015)		Applies when the contract states that it is subject to full CAS coverage. Paragraph (b) is deleted. The following is added as a new paragraph (e): "Contractor shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Contractor shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Contractor shall not be required to disclose to Lockheed Martin such

				communications containing information which is privileged and confidential to Contractor."
52.230-3	Oct -2015	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES		Applies only when referenced in this Contract that modified CAS coverage applies. Delete paragraph (b) of the clause
52.230-4	Oct -2015	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS		Applies only when referenced in this Contract, modified CAS coverage applies
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.
52.232-7	Aug-2012	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS		Applies if Contract. is a labor hour or time and materials prime contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.
52.232-16	Mar -2020	PROGRESS PAYMENTS		Not applicable to Commercial Items as defined in FAR 2.101.
52.232-17	May -2014	INTEREST		Not applicable to Commercial Items as defined in FAR 2.101.
52.232-20	Apr-1984	LIMITATION OF COST		Applies if Contract is a fully funded cost reimbursement Contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause
52.232-22	Apr-1984	LIMITATION OF FUNDS		Applies if Contract is an incrementally funded cost reimbursement Contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause
52.232-39	Jun -2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS		Applies to subcontracts where software or services will be retransferred to the Government

52.232-40	Dec- 2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS		Applies if Contractor is a small business concern. 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 Contractor, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). . 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		
52.237-2	Apr-1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION		Applies if Work is performed on a Government installation
52.242-13	Jul -1995	BANKRUPTCY		
52.242-15	Aug -1989	STOP-WORK ORDER		
52.243-2	Aug-1987	CHANGES - COST REIMBURSEMENT		Applies if Contract is a cost-reimbursement contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause
52.243-3	Sep-2000	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS		Applies Contract is a labor hour or time and materials contract. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative

				Contracting Officer", and "ACO" throughout this clause
52.243-6	Apr - 1984	CHANGE ORDER ACCOUNTING		Applies if the Prime Contract requires Change Order Accounting
52.245-1	Jan -2017	GOVERNMENT PROPERTY		<p>"Contracting Officer" means "LOCKHEED MARTIN" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes LOCKHEED MARTIN. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "LOCKHEED MARTIN" and except in paragraphs (d)(2) and (g) where the term includes LOCKHEED MARTIN.</p> <p>The following is added as paragraph (n) "Contractor shall provide to LOCKHEED MARTIN immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Contractor, or (ii) makes a determination that Contractor's property management practices are inadequate, and/or present an undue risk, or that Contractor has failed to take corrective action when required."</p>
52.245-9	Apr -2012	USE AND CHARGES		Applies to subcontract involving the use of government property. Communications with the Government under this Clause will be made through LOCKHEED MARTIN
52.246-3	May-2001	INSPECTION OF SUPPLIES - COST REIMBURSEMENT		Applies if this is a cost-reimbursement contract. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
52.246-5	Apr-1984	INSPECTION OF SERVICES - COST REIMBURSEMENT		Applies if Contract is a cost-reimbursement contract
52.246-6	May-2001	INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR		Applies if Contract is a labor hour or time and material contract
52.246-26	Dec-2019	REPORTING OF NONCONFORMING ITEMS		Applies if 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. Contractor 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 Contract involves international air transportation.
52.247-64	Feb- 2006	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS		Check DFARS 252.247-7023
52.248-1	Oct -2010	VALUE ENGINEERING	\$150,000	Applies if Contract exceeds \$150,000. . In paragraph (m) "Government is unchanged." Also, "Government" does not mean "LOCKHEED MARTIN" in the phrase "Government costs."
52.249-5	Aug- 2016	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)		Applies in lieu of FAR 52.249-2 if Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. 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
52.249-6	May-2004	TERMINATION (COST-REIMBURSEMENT)		In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (f) "1 year" is changed to "six months." Paragraph (j) is deleted. In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV (SEP 1996) applies if Contract is a labor hour or time and materials contract. = Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause. = Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

52.249-14	Apr-1984	EXCUSABLE DELAYS		In (a)(2) delete "either" and "or contractual".
DFARS (Defense Federal Acquisition Regulation Supplement)				
252.203-7001	Dec - 2008	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	\$250,000	Applies if Contract exceeds the simplified acquisition threshold \$250,000 . 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.
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 Contract.
252.203-7004	Aug- 2019	DISPLAY OF FRAUD HOTLINE POSTER(S)	\$6,000,000	Applies in lieu of FAR 52.203-14. Applies if Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii) - \$6,000,000
252.204-7009	Oct -2016	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION		Applies if 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 Contract is for operationally critical support or for which performance will involve covered defense information. Contractor shall furnish LOCKHEED MARTIN copies of notices provided to the Contracting Officer at the time such notices are sent. Contractor shall also furnish LOCKHEED MARTIN copies of any reports Contractor receives from its lower tier subcontractors
252.204-7015	May- 2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT		
252.204-7018	Dec-2016	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES		Copies of reports provided by Contractor under this clause will be provided to LOCKHEED MARTIN.

252.204-7020	Nov-2020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS		
252.208-7000	Dec -1991	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL		Applies if Contract involves precious metals.
252.211-7003	Mar-2016	ITEM UNIQUE IDENTIFICATION AND VALUATION		Applies if Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in 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).
252.211-7007	Aug - 2012	REPORTING OF GOVERNMENT-FURNISHED PROPERTY		Applies if Contractor will be in possession of Government property for the performance of the Contract.
252.215-7008	Jul -2019	ONLY ONE OFFER	\$250,000	Applies if subcontract exceeds the simplified acquisition Threshold \$250,000

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
252.217-7028	Dec -1991	OVER AND ABOVE WORK		Paragraph (f) is deleted.
252.219-7003	Dec-2019	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC		Applies if FAR 52.219-9 applies to Contract.
252.219-7004	May -2019	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)		Applies to all contracts for participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans. Not applicable to Commercial Items as defined in FAR 2.101.
252.222-7006	Dec -2010	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS		The certification in paragraph (b)(2) applies to both Contractor in its own capacity and to Contractor's covered subcontractors

252.223-7001	Dec-1991	HAZARD WARNING LABELS		Applies if 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 Contract contain ammunition or explosives, including liquid and solid propellants. . Delete "prime" in (g)(1)(ii) and add "and LOCKHEED MARTIN Procurement Representative." Delete in (g)(1)(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 Contract
252.223-7006	Sep - 2014	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS"		Applies to all subcontracts that require, may require, or permit a subcontractor access to a DoD installation
252.223-7007	Sep - 1999	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES		Applies if Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Contractor as Government Furnished Property

252.223-7008	Jun-2013	PROHIBITION OF HEXAVALENT CHROMIUM		
252.225-7001	Sep -2017	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 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		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
252.225-7016	Jun-2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS		Applies if Work supplied under Contract contains ball or roller bearings
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.
252.225-7027	Apr -2003	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES		The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.
252.225-7028	Apr - 2003	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS		Does not apply for Commercial Items as defined in FAR 2.101.

252.225-7033	Apr-2003	WAIVER OF UNITED KINGDOM LEVIES	\$1,000,000	Applies if Contract is with a United Kingdom firm exceeding \$1,000,000
252.225-7043	Jun-2015	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES		Applies where Contractor will be performing or traveling outside the U.S. under the Contract. For paragraph (c), see applicable information cited in DFARS 225.7401
252.225-7048	Jun-2013	EXPORT-CONTROLLED ITEMS		
252.225-7052	Feb-2020	RESTRICTION OF THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN" (DEVIATION 2020-O0006)		
252.226-7001	Sep-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	\$500,000	Applies if Contract exceeds \$500,000. In subparagraph (f)(1) "Contractor" shall mean "LOCKHEED MARTIN." LOCKHEED MARTIN shall have no liability to Contractor 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 the Contract
252.227-7016	Jan-2011	RIGHTS IN BID OR PROPOSAL INFORMATION		
252.227-7019	Sep-2016	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE		Applies to all Contracts furnishing computer software to the Government
252.227-7025	May-2013	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS		
252.227-7026	Apr-1988	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE		
252.227-7027	Apr-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE		
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.
252.227-7030	Mar-2000	TECHNICAL DATA - WITHHOLDING OF PAYMENT		
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) Contractor is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research Work.
252.228-7001	Jun-2010	GROUND AND FLIGHT RISK		In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Contractor and the Government shall be made through LOCKHEED MARTIN . Any equitable adjustment provided for this Clause shall be

				implemented in the Contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Contractor unless Contract includes language stating the Government has agreed to assume such risk of loss. Does not apply for Commercial Items as defined in FAR 2.101.
252.228-7005	Nov-2019	MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES		
252.231-7000	Dec-1991	SUPPLEMENTAL COST PRINCIPLES		
252.232-7017	Apr-2020	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION		Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause
252.234-7002A	Sep-2015	EARNED VALUE MANAGEMENT SYSTEM" (DEVIATION 2015-O0017)		"Government" means LOCKHEED MARTIN " and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101.
252.234-7004	Nov-2014	COST AND SOFTWARE DATA REPORTING SYSTEM	\$50,000,000	Applies to Contracts excess of \$50,000,000. In paragraph (b), "Government" means "LOCKHEED MARTIN". Not applicable to Commercial Items as defined in FAR 2.101.
252.235-7003	May-2014	FREQUENCY AUTHORIZATION - BASIC		Applies if Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization
252.237-7010	Jun-2013	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL"		Applies if Contract requires subcontractor personnel to interact with detainees in the course of their duties.
252.243-7001	Dec-1991	PRICING OF CONTRACT MODIFICATIONS		Applies if for a fixed price Contract
252.243-7002	Dec-2012	REQUESTS FOR EQUITABLE ADJUSTMENT	\$150,000	Applies if Contract is over \$150,000. "Government" means " LOCKHEED MARTIN ." Does not apply for Commercial Items as defined in FAR 2.101.

252.244-7000	Jun-2013	SUBCONTRACTS FOR COMMERCIAL ITEMS		
252.245-7004	Dec-2017	REPORTING, REUTILIZATION, AND DISPOSAL		Applies if Government property will be located at supplier's facilities. "Contracting Officer" means "LOCKHEED MARTIN".
252.246-7003	Jun-2013	NOTIFICATION OF POTENTIAL SAFETY ISSUES		Applies if 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. Contractor shall provide notifications to LOCKHEED MARTIN and the contracting officer identified to Contractor.
252.246-7001	Mar-2014	WARRANTY OF DATA		Applies if Contractor is required to provide data. "Government" means "LOCKHEED MARTIN or the Government." "Contracting Officer" means "LOCKHEED MARTIN." The last sentence in paragraph (b) is changed to read as follows: "The warranty period shall extend for three years after completion of delivery of the data to LOCKHEED MARTIN, or if the data is delivered to the Government, either by LOCKHEED MARTIN or Contractor, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.
252.246-7001 ALT 1	Mar-2014	ALTERNATE 1 - WARRANTY OF DATA		Applicable to fixed-price-incentive solicitations and contracts; not applicable to Commercial Items as defined in FAR 2.101. "Government" means "LOCKHEED MARTIN or the Government." "Contracting Officer" means "LOCKHEED MARTIN." The last sentence in paragraph (b) is changed to read as follows: "The warranty period shall extend for three years after completion of delivery of the data to LOCKHEED MARTIN, or if the data is delivered to the Government, either by LOCKHEED MARTIN or Contractor the warranty period shall extend for three years after delivery to the Government."

252.246-7007	Aug-2016	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM		Applies to Contracts for commercial items, for electronic parts or assemblies containing electronic parts
252.246-7008	May-2018	SOURCES OF ELECTRONIC PARTS		Applies if Contract is for electronic parts or assemblies containing electronic parts, unless Contractor is the original manufacturer.
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 Contract is at or below the simplified acquisition threshold.
252.249-7002	May-2019	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION		Applies if Contract exceeds the threshold at DFARS 225.870-4(c)(2)(i)(A)(1). Delete paragraph (d) (1) and the first five words of paragraph (d) (2).
AFFARS (Air Force Federal Acquisition Regulation Supplement)				
5352.223-9000	Oct-2019	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)		Not applicable to Commercial Items as defined in FAR 2.101.
5352.223-9001	Oct-2019	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS		Applies if Contractor will perform Work under the Contract on a government installation. "Contracting Officer" means " LOCKHEED MARTIN." Not applicable to Commercial Items as defined in FAR 2.101.
5352.242-9000	Oct-2019	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS		Applies if Contractor will perform Work under the Contract on a government installation. "Contracting Officer" means " LOCKHEED MARTIN." In paragraph (e) "the prime contractor" means "Contractor." Not applicable to Commercial Items as defined in FAR 2.101.