
LOCKHEED MARTIN CORPORATION

2. Substitute “LOCKHEED MARTIN Purchasing Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.
3. Insert “and LOCKHEED MARTIN” after “Government” throughout this clause.
4. Insert “or LOCKHEED MARTIN” after “Government” throughout this clause.
5. Communication/notification required under this clause from/to the CONTRACTOR to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. “Contracting Officer” shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN’s government prime contract under which this Contract is entered.

D. Amendments Required By Prime Contract.

CONTRACTOR agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” Clause of this Contract.

E. DoD FAR Supplement (DFARS) Flowdown Clauses.

REFERENCE	TITLE
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- (1) The following DFARS clauses apply to this Contract:

252.225-7009	DUTY-FREE ENTRY - Q
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- 252.227-7013 **RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995) and ALT 1 (JUN 1995).**
- 252.227-7014 **RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) and ALT 1 (JUN 1995).**
- 252.227-7016 **RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995).**
- 252.227-7019 **VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995).**
- 252.227-7025 **LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995) - For subparagraph (c)(1) (See Note 3.)**
- 252.227-7027 **DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) - (See Note 4.)**
- 252.227-7030 **TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) - (See Notes 1 and 2.)**
- 252.227-7036 **DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997).**
- 252.227-7037 **VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999).**
- 252.228-7005 **ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE**

252.247-7024 **NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) - (See Note 2.)**

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

252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (MAR 1999) - (In this clause, the terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) through (d). Delete paragraph g; See Note 2.)**

252.209-7000 **ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) - (See Note 5.)**

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000).**

252.225-7014 **PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) ALTERNATE I (MAR 1998) - (Applicable if the Work to be furnished hereunder contains specialty metals.)**

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) - (Substitute the DFARS clause for the FAR clause 52.247-64 in all Contracts for ocean transportation of supplies; In paragraph (f) delete the reference to the “Prompt Payment” clause; See Notes 1, 2, except for paragraph (c) of the clause which shall retain its original meaning.)**

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

252.225-7026 **REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000).**

252.249-7001 **NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991).**

252.249-7002 **NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996) - (See Note 2. Delete subparagraph (d)(1) and the first 5 words of subparagraph (d)(2).)**

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

252.211-7000 **ACQUISITION STREAMLINING (DEC 1991).**

(5) The following DFARS clauses apply to this

- 252.225-7022 **RESTRICTION ON ACQUISITION OF
POLYACRYLONITRILE (PAN) CARBON FIBER
(JUN 1997).** (Applicable only if the Items provided
under this CONTRACT contain PAN. See Note 2.
- 252.225-7025 **RESTRICTION ON ACQUISITION OF
FORGINGS (JUN 1997) -** (Applicable if any item to be
delivered under this CONTRACT contains restricted
forgings as defined in this clause.)
- 252.225-7032 **WAIVER OF UNITED KINGDOM LEVIES (OCT
1992) -** (Applicable if this Contract exceeds \$1 million
and is with a United Kingdom firm. See Note 2.)
- 252.234-7001 **EARNED VALUE MANAGEMENT SYSTEM
(MAR 1998)** (Applicable to subcontractors specified in
LOCKHEED MARTIN's prime contract for application