

(Applies if this 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. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

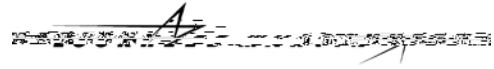
**PART II. ADDITIONS:** The following FAR, DFARS and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

**DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)**

(Applicable to Seller if Seller is provided Government Furnished Property)

**DFARS 252.211-7005 Substitution of Military or Federal Specifications and Standards (NOV 2005)**

(The clause is only applicable where a management or manufacturing process has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a



**DFARS 252.239-7000 Protection Against Compromising Emanations (JUN 2004)**

(Applicable to the Seller where it will perform classified work, unless the requirements of this clause are included in the DD254 provided by Lockheed Martin to the Seller.

"Contracting Officer" shall mean "Lockheed Martin." "Government" shall mean "Lockheed Martin and the Government" in paragraphs (c) and (d).)

**DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991)** (Applicable to the Seller only if the contract involves non-commercial items requiring secure telecommunications.)

**DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012)**

(Applicable only to contracts for non-commercial items in excess of \$150,000. "Government" shall mean "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**

(Applicable to the Seller in contracts where the items furnished by the contractor will be subject to serialized tracking, should the Statement of Work or another document in the solicitation identify such items subject to serialized tracking.)

**DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)**

(The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) shall be deemed to be completed with "any Government." Subparagraph (b)(2) of the clause is deleted.)

**DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014)** Paragraph (6) is modified: "Contracting Officer" shall mean "Lockheed Martin".

**FAR 52.203-7 Anti-Kickback Procedures (OCT 2010)**

(Applies to all subcontracts in excess of \$150,000. Paragraph (c)(1) does not apply.)

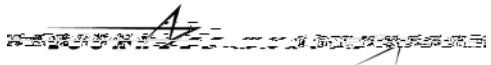
**FAR 52.204-2 Security Requirements (AUG 1996)**

**FAR 52.215-23 Alternate I - Limitations on Pass-Through Charges (OCT 2009)**

(Applicable to the Seller under both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$700,000. As prescribed in 15.408(n)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic clause:"(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions." Insert "or LOCKHEED MARTIN" after "Government" throughout this clause. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.)

**FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)**

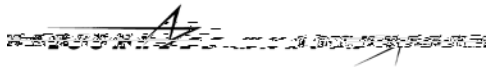
(Applies if this subcontract is subject to FAR 52.222-41 and if the information contained in the blanks of this clause is specified elsewhere in this contract.)



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**FAR 52.222-44 Fair Labor Standards and Service Contract Act – Price Adjustment (SEP 2009)** **o**  
(Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

**FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (A2.8(en)P63 P63 P63 P63 P63 P63 P63**





Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.  
(End of clause)

**NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005)**

(Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin’s authorization.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor’s address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

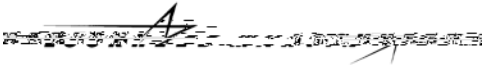
(End of clause)

**PART III. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Part III, Section H, “Government” shall mean the United States Government and the “Contracting Officer” shall mean the Government’s Contracting Officer. The following Section H clauses are incorporated into the Contract in full-text:

**H-4 5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)**

- (a) Authorizat-2.6(-4( A)3(AL)hC.2(ea(00)]TJ 1.71 Tw [(d7(s)-2.7(t)6.3(e3.9( c)-1.7(l))9.2(s)-2.3( o)-1.7(l)n )-11(H)



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N00019-09-C-0010
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N00019-12-C-0004
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(2) Government furnished property to be provided under this contract is denoted in Attachment 27:

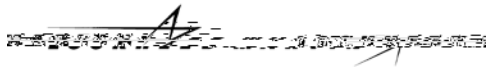
(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Authorized

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No
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(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**H-15 CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011 - VARIATION)**

(a) In all situations where Seller personnel status is not obvious, Seller's personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such Seller personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the Seller's employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as Seller's employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as Seller's employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer, through LOCKHEED MARTIN.

(d)

