





**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

**FAR 52.243-1 ALT V CHANGES-FIXED-PRICE- ALTERNATE V (APR 1984).** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

**FAR 52.243-2 ALT I CHANGES-COST-REIMBURSEMENTV- ALTERNATE I (APR 1984).** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**FAR 52.243-2 ALT II CHANGES-COST-REIMBURSEMENT – ALTERNATIVE II (APR 1984).** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**FAR 52.245-9 USE AND CHARGES (APR 2012).** (Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984).** (Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

**FAR 52.246-2 ALT I INSPECTION OF SUPPLIES FIXED-PRICE ALTERNATE I (JUL 1985)**

**DFARS 252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012).**  
(Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)**  
(Applies if items are serially managed.)

**DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991).** ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Applicable to subcontracts where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014).** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

**DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES (OCT 2010).** (Applies if this contract exceeds \$550,000. Paragraph (f) is deleted.)

**DFARS 252.225-7013 DUTY-FREE ENTRY (OCT 2013)** (In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." 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.)

**DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005).** (Applicable to subcontracts that requires the delivery of hand or measuring tools)

**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) is completed with "any Government." Subparagraph (b)(2) is deleted.)

**DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003).** (Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006).** (Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. The clause is not applicable to commercial items defined under FAR 2.101.)

**DFARS 252.227-7038 ALT I PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR ALTERNATE I (DEC 2007)** (Applies if this subcontract involves experimental, developmental, or research work.)

**DFARS 252.227-7038 ALT II PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR ALTERNATIVE II (DEC 2007).** (Applies if this subcontract involves experimental, developmental, or research work.)

**DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010).** (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this 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. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011).** (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014).** (Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010).** (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7004 ALT I COST AND SOFTWARE DATA REPORTING SYSTEM ALTERNATIVE I (NOV 2010)** (Applies if contract value is greater than \$50 million.. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)** ( a use.)

**DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991).** (Applies if this contract requires securing telecommunications. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT(DEC 2012).** ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012).** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013).** ("Contracting Officer" means Lockheed Martin.)

**DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008).** (Applies if this contract requires delivery of Items directly to the Government.)

**DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014).** ("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 Seller, 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.)

**NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (MAR 2007)** (Applies to items that are stock numbered under Federal Catalog System procedures  
Martin.")

(a) This clause applies to supplies that are stock numbered under Federal Catalog System





controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agent<sup>2</sup> 792 0 0 1 370.035t5lations (ITARs), o



**NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998)** (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

To Be Specified in individual purchase orders.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of s  
date of arrival at the site. This report shall be made no later than the actual date that the shipment  
-mail, to the  
point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

**NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005).** (Applies if Seller will make shipments under this contract directly to the Government.)

(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



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(d) The Contractor agrees to include a similar requirement in each subcontract or purchase order under this contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer.

**H-7 TECHNICAL DATA AND COMPUTER SOFTWARE LICENSE REFUND**

If it is determined that any technical data or computer software licensed to Lockheed Martin by Seller via a Specifically Negotiated License (SNL) or through DFARS clauses 252.227-7013 or 252.227-7014, was not developed exclusively at private expense, the price of the license shall be refunded to Lockheed Martin.

data rights in connection with performing this contract or any subcontract hereunder. The term also includes any costs, fees, or charges associated with the access to, use of, or any other right pertaining to

