



LOCKHEED MARTIN CORPORATION

CORPDOC 3D

**DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (HSAR) FLOWDOWN PROVISIONS FOR
SUBCONTRACTS/PURCHASE ORDERS FOR NON COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT**

A. INCORPORATION OF DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES

The Department contract. If the date or substance of any of the clauses listed below is different from the date or substance of

the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the HSAR clauses referenced below and otherwise in this Contract:

1.

4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER 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 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. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

F. PROVISIONS OF THE DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION SUPPLEMENT (HSAR) INCORPORATED BY REFERENCE

The following HSAR clauses apply to this Contract:

- HSAR 3052.204 71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) (Note 5 applies.)
- HSAR 3052.219 70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006) (Applies if this Contract is subject to the requirement for a subcontracting plan.)
- HSAR 3052.222 70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
- HSAR 3052.222 71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003) (Note 5 applies.)
- HSAR 3052.223 90 ACCIDENT AND FIRE REPORTING (USCG) (DEC 2003) (Note 5 applies.)
- HSAR 3052.225 70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (AUG 2009) (Applies if SELLER is furnishing any of the items covered by this clause.)
- HSAR 3052.228 70 INSURANCE (DEC 2003) (Applies if this Contract requires work on a Government installation.)
- HSAR 3052.236 70 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (DEC 2003) (Applies if Work will be performed at an operating airport. Note 5 applies.)
- HSAR 3052.242 71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003) (Note 5 applies.)

HSAR 3052.245 70 GOVERNMENT PROPERTY REPORTS (JUN 2006) (Note 2 applies. "September" is changed to "August.")