



DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT

A. The Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different than 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.

B. This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the FAR clauses referenced below and otherwise in this Contract:

1. "CONTRACTOR" means the Seller, as defined in Corporate Document 3, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
2. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
3. "Contract" means this contract.
4. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

C. **NOTES.**

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" as applicable throughout this clause.
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

1. **The following DFARS clauses apply to this Contract :**

- | | | |
|-----|--------------|--|
| (a) | 252.225-7009 | DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END-PRODUCTS AND COMPONENTS) (MAR 1998) (See Note 2.) |
| (b) | 252.225-7010 | DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (MAR 1998)) |
| (c) | 252.227-7013 | RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995) |
| (d) | 252.227-7014 | RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) |
| (e) | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995) |
| (f) | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995) |
| (g) | 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.) |
| (h) | 252.227-7026 | DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (See Note 1.) |
| (i) | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (See Note 4.) |
| (j) | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995) (In this clause, the term "contract" and "subcontract" shall not change in meaning) |
| (k) | 252.227-7030 | TECHNICAL DATA - WITHHOLDING OF PAYMENT (OCT 1988) (See Notes 1 and 2.) |
| (l) | 252.227-7036 | DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) |
| (m) | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995) |

- (n) 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In subparagraph (a), see Note 5; in subparagraph (b) see Note 3.)
- (o) 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- (p) 252.243-7000 ENGINEERING CHANGE PROPOSALS (OCT 1998) with ALTERNATE I (MAY 1994) (Insert "or amount" after "price" in the clause. LOCKHEED MARTIN will supply the Contract-specific information when appropriate. See Note 2.)
- (q) 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:**
- (a) 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997) (In this clause, the terms "contract," "contractor," and "subcontract" shall not change in meaning; Delete paragraph g; See Note 2.)
- (b) 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) (See Note 5.)
- (c) 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.)
- (d) 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:**
- (a) 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAR 1998)
- (b) 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996) (See Note 1.)
4. **The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$1,000,000:**
- (a) 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
5. **The following DFARS clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:**
- (a) 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)
- (b) 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996) (Applicable if FAR 52.219-9 applies to this Contract; delete subparagraph (g).)
- (c) 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires submission of hazardous material data sheets; see FAR 23.302(c).)
- (d) 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applicable only if the articles furnished under the Contract contain ammunition or explosives, including liquid and solid propellants. See Notes 1, 3 and 5.)
- (e) 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applicable if DFARS 52.223-7002 applies to this Contract. See Notes 2 and 4.)
- (f) 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (FEB 1996) Only applicable if this contract involves arms, ammunition, and explosives)
- (g) 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) (Substitute the DFARS clause for the FAR clause 52.225-3 in all Contracts for supplies; applicable if the Work contains other than domestic components as defined by this clause)
- (h) 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991) (Applicable if 252.225-7001 applies to this Contract.)
- (i) 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998) (Applicable if items supplied under this Contract contain ball or roller bearings. See Note 2.)
- (j) 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.)
- (k) 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998) (Applies where CONTRACTOR will be performing or traveling outside the U.S. under this Contract.)
- (l) 252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991) (Applicable if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. See Note 2.)
- (m) 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applicable only if this is a fixed price contract.)
- (n) 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994) (Applicable if Government Property provided or acquired under this Contract. CONTRACTOR shall submit its required reports to LOCKHEED MARTIN, not later than October 10, not withstanding anything to the contrary in this clause. See Note 5.)