

DFARS 252.211-7006 Passive Radio Frequency Identification.

Sep. 2011

(The clause is only applicable when the Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. 2012

Aug.

(Not applicable to the Seller when Lockheed Martin has expressly assumed responsibility for marking the property itself elsewhere in the Contract; otherwise, the clause obligates the Seller to perform their own markings 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

(Not applicable to the Seller when Lockheed Martin has expressly assumed responsibility for marking the property itself elsewhere in the Contract; otherwise, the clause obligates the Seller to perform their own markings if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). Jan. 2011 (Applicable to the Seller only when the contract involves the procurement of non-commercial items wherein the Seller is a participant of the "DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans".)

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. Dec. 2010 (Applies to subcontracts for non-commercial items that that exceed \$1,000,000. However, the clause does not apply if all of the Seller's employees performing work under the contract will be located outside of the United States.)

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-

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(Applicable to the Seller only in contracts involving non-commercial items where other Government clauses expressly refer to an Interest clause (e.g. fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17), unless the contract meets the criteria in exceptions (a)(1) through (7) of FAR 32.611.)

FAR 52.232-32 Performance-Based Payments.

April 2012

(Applicable to the Seller only if under the contract Lockheed Martin will be making financing payments to the Seller in the form of performance based payments. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.

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NAVAIR 5252,204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)

(The clause is applicable to non-commercial item contracts only; however, the clause is not applicable to items that will be incorporated into higher level assemblies where the item is not separately purchasable (such as for spares) and where the item loses its individual identity in the higher level assembly. The clause is also not applicable to contracts where the item(s) purchased will not be delivered to the Government. "Contracting Officer" shall mean "Lockheed Martin.")

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) **JUNE**

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

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)

JULY 1998

(Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization. In subparagraph (b), "Contract Number" shall mean "Lockheed Martin's prime contract number and the number assigned to this contract.")

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR **FOREIGN**

MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)

OCT. 2005

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

NAVAIR 5252.204-



- (c) Since the ISC is neither an employee nor agent of the Government or Lockheed Martin, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government or Lockheed Martin.
- (d) The Seller 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, which is proprietary to the Seller in addition to third party proprietary data that the prime contractor is authorized to disclose.
- (e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the Seller agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the Seller sufficiently in advance of any work that may require facility access, cooperation from Seller, or access to proprietary information belonging to the Seller or to third parties who may have authorized the Seller to disclose such data to enable the Seller to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Government through Lockheed Martin.

H-9 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999 - VARIATION)

(Applicable to non-commercial item contracts requiring work on a Government installation. Insurance coverage minimums specified elsewhere in the Contract documents that exceed those below shall govern in lieu of the following clause. The following typeslal thea()A [(co)-8R2.6(ced)2(tt)-2. (IL)6(IT)1u0.9(t)-4.6(-1.6(ut)6)-3

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shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on theonl.315-4(d10.9(r)-14e)-1.6(n)6.32(u)-3.9(n. R).9(e)-92(i)-2.6(h)17.2(ebu)-14e e nhtho 10.9(t)-4.76he



using the applications listed below in Table H-8a may be delivered by the Contractor and accepted by the Government even though they contain Hexaval