



**LOCKHEED MARTIN CORPORATION**

forth in this document  
or date of a clause set forth in the identified CorpDoc, the version or date of the clause  
document shall take precedence.

~~For the entire contract, the clauses in this PSFD are not applicable to the performance of the SELLER.~~

**PART I. The dates of the following FAR and DFARS clauses are modified as follows:**

with the amounts specified in the contract.)

**FAR 52.222-35 (JUL-14) EQUAL OPPORTUNITIES FOR VETERANS** (Applicable for \$100,000 or more.)

**FAR 52.223-15 (DEC - 07) ENERGY EFFICIENCY IN ENERGY-CONSUMING EQUIPMENT**

**FAR 52.227-**



**FAR 52.228-3 (APR-84) WORKERS' COMPENSATION INSURANCE**



**DFARS 252.217-7028 (DEC-91) OVER AND ABOVE WORK.** ("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 (JAN-11) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM).** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

**DFARS 252.222-7007 (JAN-15) REPRESENTATION REGARDING COMBATING TRAFFICKING OF PERSONS**

**DFARS 252.225-7015 (JUN-05) RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS.** (Applicable to subcontracts that requires the delivery of hand or measuring tools)

**DFARS 252.225-7027 (APR-03) RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES.** (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 (APR-03) EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS.** (Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.227-7038 ALT 1 (DEC-07) ALTERNATE I – PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR** (Applies if this subcontract involves experimental, developmental, or research work.)

**DFARS 252.227-7038 ALT II (DEC-07) ALTERNATE I – PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR** (Applies if this subcontract involves experimental, developmental, or research work.)

**DFARS 252.228-7001 (JUN-10) GROUND AND FLIGHT RISK.** (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 (MAY-11) EARNED VALUE MANAGEMENT SYSTEM.** (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 (NOV-14) NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM** (Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.)



**DFARS 252.234-7004 (NOV-10) COST AND SOFTWARE DATA REPORTING SYSTEM** (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**



**NAVAIR 5252.247-9509 (JUL-98) PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)** (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.")

**NAVAIR 5252.247-9510 (OCT-05) PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)** (Applies if Seller will make shipments under this contract directly to the Government.)

**PART III. The following Special Contract Requirements (H clauses) are added:**

**H-7 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTC9.6(R T)-1 0.98j /TT2 1 Tf h10.OR 7**



(2) The information is otherwise in the public domain before the date of release;



(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 Procuring Contracting Officer, through LOCKHEED MARTIN.