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Where necessary, to identify the applicable parties under the following clauses, "Contractor" shall mean "Seller," "Contracting Officer" shall mean "Lockheed Martin Procurement Representative," "Contract" means this subcontract and "Government" means "Lockheed Martin." However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller's proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller's intellectual property or technical data.

**Full Text Clauses****I.2 ADDITIONAL PROVISIONS (Full Text)**

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information to another party, or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The contractor shall include this clause in all subcontracts or similar contractual instruments, and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

#### **F. CONSENT TO SUBCONTRACT**

(1) Buyer asserts its right to prior consent of any of Seller's subcontracts under this contract. Buyer's consent is required before awarding any subcontract whose total value exceeds \$50 million.

(2) Buyer's right to consent to subcontract does not relieve the Seller of any responsibility for the effective management of all subcontracts and for the overall success of this contract. Actions taken under the authority of this clause do not establish privity of contract between Buyer and Seller's subcontractors under this contract, and Buyer will not provide direction to or request action by any subcontractor. Notwithstanding other terms in the subcontract, all subcontractors must respond to direct requests for information from Buyer.

(3) The requirements of this clause shall be included in all subcontracts directly chargeable to this contract, except for those subcontracts with US-owned companies to provide only unclassified commercial products and/or services on a fixed-price basis.

#### **H. EXPORT CONTROLLED DATA RESTRICTIONS**

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments; IDS Terms and Conditions Guide Effective: 2/16/2007

(B) foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

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(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) N



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subcontractor which provides the insurance and to the extent applicable shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

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writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Materials. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this contract.

**EVIDENCE OF CITIZENSHIP OR IMMIGRANT STATUS.**

Buyer may be required to obtain information concerning citizenship or immigrant status of Seller's personnel or Seller's subcontractor personnel entering the premises of Buyer. Seller agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Buyer's premises. Information submitted by Seller shall be certified by an authorized representative of Seller as being true and correct.

**I.3 ADDITIONAL PROVISIONS GOVERNMENT PROVISIONS**

(a)The term FAR, when used in the following clauses, means the cited portion of the Federal Acquisition Regulation including, when appropriate, the Department of Defense (DoD) FAR Supplement (DFARS), in effect on the date of this Subcontract. Where appropriate to accomplish the purpose of the FAR or to protect the Buyer's interest, the word Buyer shall be substituted for the word Government or Contracting Officer and the word Subcontractor shall be considered the Contractor hereunder in the reading of these regulations, thereby creating a legal relationship between the Buyer and Subcontractor identical to, but not dependent upon, the legal relationship intended to be created by said regulations between the Government and a contractor.

Any references to the Disputes clause or Changes clause shall refer to the clauses having those headings in the GDAIS Standard Terms and Conditions incorporated herein. The terms Government or Contracting Officer do not change: (i) when a right, act, authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government.

The word Buyer, as it appears in the Subcontract, means General Dynamics Advanced Information Systems, Inc. acting through its duly authorized Subcontracts Administrator. No other persons may make commitments or changes under the Subcontract on behalf of the Buyer.

Copies of the FAR/DFARS may be obtained by Federal Acquisition Regulation Internet websites available at <http://www.acqnet.gov/far/> or <http://www.acq.osd.mil/dp/dars/dfars.html> or by contacting GDAIS Subcontracts Administrator.

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(b)COST OR PRICING DATA - Defective Cost or Pricing Data - Subcontractor agrees to comply with FAR 15.403 et. seq. (if applicable) and the applicable regulations of the Cost Accounting Standards Board and to indemnify and hold harmless GDAIS for any claims, loss, damage or expense (including without limitation attorneys' fees), resulting from any defective, non-current, incomplete, or inaccurate data supplied by Subcontractor in pricing of this Subcontract, or any other violation of the provisions of FAR 15.403 et.seq. and the Cost Accounting Standard regulations.

(c)OTHER THAN COST OR PRICING DATA GDAIS or GDAIS' Customer may at their discretion require Subcontractor to submit information other than cost or pricing data to determine whether Subcontractor's price is fair and reasonable. The requested information may include sales data for the same or similar Work for the relevant period, such as the information set forth in FAR 52.215-20 or FAR 52.215-21, in the form regularly maintained by Subcontractor as part of its commercial operations. For clarification purposes, Subcontractor's Direct/Indirect Labor Rates for the proposed labor categories required under this Section shall be provided directly by Subcontractor to the applicable U.S. Government agency. All other information that constitutes other than cost or pricing data as defined in the FAR shall be provided to GDAIS.

(d)COPYRIGHT, DATA AND PATENT RIGHTS - Government Rights: Notwithstanding any other provisions in this Subcontract, if this Subcontract is placed under a prime contract which grants copyright, data, or patent rights to the Government, Subcontractor agrees to comply with the requirements of such grant insofar as they are applicable to the subject matter of this Subcontract and with all pertinent provisions of Part 27 of the FAR or corresponding regulations of the Government Agency supporting the work of this Subcontract.

(e)FEDERAL CONTRACTOR REQUIREMENTS - This order/contract is subject to the requirements of 41 C.F.R. 601.4, 41 C.F.R. 60250.5(a), 41 C.F.R. 60300.5(a), 41 C.F.R. 60741.5(a), and 29 C.F.R. part 470, which are incorporated into this order/contract by reference, if applicable.

(f)OTHER OBLIGATIONS OF SUBCONTRACTOR - Subcontractor will provide whatever reasonable assistance GDAIS may require to maintain compliance between this Subcontract and any contract under which this Subcontract is issued, including, but not limited to, complying with the following FAR clauses and, to the extent the Subcontract is issued in support of a contract with a Department of Defense (DoD) agency or contractor of a DoD agency, the following DFARS clauses, which are incorporated herein by reference. Subcontractor shall include in its subcontracts under this Subcontract any provisions required to be flowed-down to lower-tier subcontractors by the incorporated FAR or DFARS provisions. If Subcontractor believes that one or more of the following clauses do not apply to this Subcontract, Subcontractor must advise GDAIS in writing of said clause(s). GDAIS may, in its sole discretion and in writing, acknowledge its agreement with Subcontractor at which time such clause(s) will be deemed deleted from this Subcontract. If GDAIS affirmatively rejects Subcontractor's assertion in writing or does not respond to Subcontractor's assertion, the clause(s) shall apply.





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**52.219-8 Utilization Of Small Business Concerns (Jun 2004)** (Applies in lieu of Sep 2023)

**52.219-9 Small Business Subcontracting Plan (Jul 2010)** (Applies in lieu of Sep 2023)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (JUL 2005)** (Applies in lieu of May 2018)

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)** (Applies in lieu of Apr 2015)

**52.222-26 EQUAL OPPORTUNITY (MAR 2007)** (Applies in lieu of Sep 2016)

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS (APR 1998)** (Applies in lieu of Jun 220)

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 1998)** (Applies in lieu of Jun 2020)

**52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2006)** (Applies in lieu of Jun 2020)

**52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)** (Applies in lieu of Nov 2021)

**52.224-2 Privacy Act (Apr 1984)** (Applies to all subcontracts which require the design, development, or operation of such a system of records.)

**52.225-1 BUY AMERICAN -- SUPPLIES (FEB 2009)** (Applies in lieu of Oct 2022)

**52.225-3 BUY AMERICAN -- FREE TRADE AGREEMENTS -- ISRAELI TRADE ACT (JUN 2009)**

**52.225-8 DUTY FREE ENTRY (FEB 2000)** (Applies in lieu of Oct 2010)

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)** (Applies in lieu of Feb 2021)

**52.227-1 Authorization And Consent (DEC 2007)** (Applies in lieu of Jun 2020.)

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)** (Applies in lieu of Jun 2020)

**52.227-14 RIGHTS IN DATA - GENERAL (DEC 2007)** (Applies in lieu of May 2014)

**52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)**

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**52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -- FOREIGN CONCERNS (AUG 1992)** (Applies in lieu of Jun 2020)

**52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (OCT 2008)** (Applies in lieu of Jun 2020)

**52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)** (Applies to all subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

**52.244-6 Subcontracts For Commercial Products And Commercial Services (Apr 2010)** (Applies in lieu of Dec 2022)

**52.245-1 GOVERNMENT PROPERTY (JUN 2007)** (Applies in lieu of Sep 2021)

**DFARS Clauses**

**252.203-7001 Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (Dec 2008)** (Applies in lieu of Jan 2023)

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (APR 2007)** (Applies in lieu of Dec 2019)

**252.225-7013 DUTY-FREE ENTRY (DEC 2009)** (Applies in lieu of Nov 2023)

**252.225-7036 BUY AMERICAN -- NORTH AMERICAN FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM (JUL 2009)** (Applies to all subcontracts for supplies.)

**252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)** (Applies in lieu of Jun 2015)

**252.227-7013 Rights In Technical Data -- Noncommercial Items (Nov 1995)** (Applies in lieu of Mar 2023)

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (Jun 1995)** (Applies in lieu of Mar 2023)

**252.227-7016 Rights In Bid Or Proposal Information (Jun 1995)** (Applies in lieu of Jan 2023)

**252.227-7019 Validation Of Asserted Restrictions - Computer Software (Jun 1995)** (Applies in lieu of Jan 2023)

**252.227-7025 Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (Jun 1995)** (Applies in lieu of Jan 2023)

**252.227-7037 Validation Of Restrictive Markings On Technical Data (Sep 1999)** (Applies in lieu Jan 2023)

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**252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES  
(AUG 2009)** (Applies in lieu of Nov 2023)

**252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION  
(DEC 2006)** (Applies in lieu of Dec 2022)