LOCKHEED MARTIN CORPORATION CORPDOC 3A (Modified for JSF N00019-02-C-3002 on 3 September 2003)

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

A. Incorporation of DFARS Clauses.

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. Government Subcontract.

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.
- "Contract" means this contract.
- 4. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

- 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 T TDAil

252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS			
	COMPUTER SOFTWARE (JUN 1995).			
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.)			
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR			
	COMPUTER SOFTWARE (APR 1988) - (See Note 4.)			
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT			
	(MAR 2000) - (See Notes 1 and 2.)			
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY			
	(JAN 1997).			
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON			
	TECHNICAL DATA (SEP 1999).			
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.)			
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991).			
252.235-7010	ACKNOWLEDGMENT AND SUPPORT OF DISCLAIME			
	(MAY 1995).			
252.242-7005	COST/ SCHEDULE STATUS REPORT (MAR 1998).			
252.242-7006	COST/SCHEDULE STATUS PLANS (MAR 1997).			
252.243-7000	ENGINEERING CHANGE PROPOSALS (SEP 1999) 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.)			
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND			
	COMMERCIAL COMPONENTS (DoD Contracts) (MAR			
	2000).			
252.246-7001	WARRANTY OF DATA (DEC 1991).			
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUP				
	BY SEA (NOV 1995) - (See Note 2.)			
	DI DELI (110 / 1775) (000 11010 2.)			

(2) The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$100,000:

252.203-7001

252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC
	COMMODITIES (AUG 2000).
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.)
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:

252.225-7026 REPO	RTING OF CONTRACT PERFORMANCE
OUTS	IDE THE UNITED STATES (JUN 2000).
252.249-7001 NOTI	FICATION OF SUBSTANTIAL IMPACT ON
EMPL	OYMENT (DEC 1991).
252.249-7002 NOTI	FICATION OF ANTICIPATED CONTRACT
TERM	INATION OR REDUCTION (DEC 1996) - (See Note
2. Dele	te subparagraph (d)(1) and the first 5 words of
subpara	agraph (d)(2).)

(4) The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$1,000,000:

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:

252.215-7000	PRICING ADJUSTMENTS (DEC 1991) - (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)
252.217-7027	CONTRACT DEFINITIZATION (OCT 1998) – (Applicable when the LOCKHEED MARTIN Purchasing Representative
	requires work to be performed under an Undefinitized
	Contractual Action (UCA).) Insert the applicable information in
	paragraphs (a), (b), and (d). If at the time of entering into an
	undefinitized contractual action, the LOCKHEED MARTIN
	Purchasing Representative knows that the definitive contractual
	action will meet the criteria for not requiring submission of cost
	or pricing data, the words "cost or pricing data" may be deleted
	from paragraph (a) of the clause. In the sixth and seventh lines
	of paragraph (c) of the clause, delete the words ", with the

252.243-7001

252.245-7001

PRICING OF CONTRACT MODIFICATIONS (DEC

1991) - (Applicable only if this is a fixed price contract.)

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.)