



**LOCKHEED MARTIN CORPORATION**

**CORPDOC 3A**



(i) DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "s

(b) DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008) (Applicable if this Contract requires Government property in Seller's possession to contain unique item identification)

(c) DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)

(d) DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (MAY 2008) (Applicable unless this contract is a fixed price contract, including fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition. Note 5 applies. In paragraph (e) Note 6 applies. If the Contracting Officer determines excessive pass-through charges are included in Seller's prices, LOCKHEED MARTIN shall make an adjustment to this contract to exclude such charges.)

(e) DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 2007) (Applicable if FAR 52.219-9 applies to this Contract. Delete paragraph (g).)

(f) DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applicable if this Contract requires the delivery of hazardous materials.)

(g) DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applicable only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply. Delete paragraph (g).)

(p) DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applicable if this Contract is with a United Kingdom firm. Note 2 applies. Note 3 applies to (c)(3).)

(q) DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006) (Applicable where Contractor will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

(r) DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applicable if this Contract is for more than \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "LOCKHEED MARTIN." LOCKHEED MARTIN shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to LOCKHEED MARTIN.)

(s) DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007) (Applicable if (1) Contractor is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the contract is for experimental, developmental, or research work.)

(t) DFARS 252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991) (Applicable if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

(u) DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) (Applicable if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Contractor shall provide notifications to LOCKHEED MARTIN and the contracting officer identified to Contractor.)

**6. The following FAR clauses are modified as shown below:**

(a) FAR 52.245-1 GOVERNMENT PROPERTY (JUN 2007) - DEVIATION (The version of the clause in DoD Class Deviation 2007-DO012 applies in lieu of the standard FAR version of the clause.)