**A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**

The FAR and 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 from 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. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.

2. "Commercial service" means any such service as defined in FAR 2.101.

3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

4. "Contract" means this contract.

5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

7. "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.

8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. INDEMNITY**

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER’s suppliers’ failure to comply with these U.S. Government Provisions and Clauses.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

Reserved.

**E. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE**

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type** | **Clause No.**  | **Title**  | **Date** | **Modifications** |
| FAR | 52.245-9 | Use and Charges | Apr-12 | Applicable if the subcontract will involve use of provided government property |
| DFARS | 252.111-7007 | Reporting of Government-Furnished Property | Aug-12 | Applicable if the subcontract will involve use of provided government property |
| DFARS | 252.211-7008  | Use of Government-Assigned Serial Numbers | Sep-10 |  Applicable if the subcontract will involve use of provided government property |
| DFARS | 252.243-7002  | Requests for Equitable Adjustment. | Nov-12 | "Government" means "Lockheed Martin." |
| DFARS | 252.244-7000  | Subcontracts for Commercial Items. | Jun-13 |  |
| DFARS | 252.225-7027  | Restriction on Contingent Fees for Foreign Military Sales. | Apr-13 |  |

**F. GOVERNMENT SUBCONTRACT CLAUSES INCORPORATED BY FULL-TEXT**

**Mercury Exclusion - C-223-H003 EXCLUSION OF MERCURY (MAR 2019)**

* Subcontractors shall ensure that mercury or mercury containing compounds are not added to, or come in direct contact with, hardware or supplies furnished under this contract.
* For services, the subcontractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).
* Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment.
* Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the subcontractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

**GIDEP GOVERNMENT-INDUSTRY DATA EXCHNAGE PROGRAM**

*5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHNAGE PROGRAM (OCT 2006)*

*(A) The Subcontractor shall participate in the Government-Industry Data Exchange Program (GIDEP) if the resulting awarded Lockheed Martin purchase order has exceeded $500,000.00.*

*(B) The Subcontractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA 50300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Subcontractor from complying with any other requirement of the contract*

*(c) GIDEP materials, software and information are available without charge from:*

*GIDEP*

*P.O. Box 8000*

*Corona, CA 92878-8000*

*Phone: (951) 898-3207*

*FAX: (951) 898-3250*

*Internet:* [*http://www.gidep.org*](http://www.gidep.org)