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 purchase order/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.

**FAR**

**52.203-16, PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)** (Applicable if this purchase order/ subcontract exceeds the simplified acquisition threshold in FAR 2.101; and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual.)

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)** (Applicable for **S**ubcontracts where telecommunications or video surveillance equipment or services may be provided as a deliverable or as a component of a deliverable should include a representation based on this clause.

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS Alternate III (Oct 1997).** As prescribed in 15.408(m), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert media format]

**52.216-8 FIXED FEE (JUN 2011)** (applies to all Cost-Plus foxed fee contracts for non-commercial items.) "Government" and "Contracting Officer" mean "Lockheed Martin." The last two sentences are deleted.

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) (**Applies if this contract exceeds the threshold at FAR 19.702(a). Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JUN 97)Alternate I (JUL 1995)** (Applies to subcontracts other than DOD)

**52.225-1 BUY AMERICAN -- SUPPLIES (JAN 2021) (**Applicable if the Work contains other than domestic components as defined by this clause.)

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)** (Applies to all subcontracts) Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.

**52.227-14, RIGHTS IN DATA - GENERAL (DEC 2007) AND ALTERNATE II (DEC 2007) (ALTERNATE II WILL ALSO APPLY.)**

**52.227-14, RIGHTS IN DATA - GENERAL (DEC 2007) AND ALTERNATE III (DEC 2007) (ALTERNATE III WILL ALSO APPLY.)**

**52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007) (**To be included in all subcontract solicitations which will require the delivery of technical data)

**52.227-16, ADDITIONAL DATA REQUIREMENTS (JUN 1987)** (Applicable if Seller will be providing technical data. "Contracting Officer" means "Lockheed Martin and the Contracting Officer.")

**52.232-17, INTEREST (MAY 2014)** (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause. “Government” means “Lockheed Martin.”)

**52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)** (Applicable to all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where software or services will be retransferred to the Government.)

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (APR 2021)** **(**Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

**52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)** (Applies to 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.)

**52.243-2 CHANGES -- COST-REIMBURSEMENT****(AUG 1987)** Alternate I (APR 1984)

**52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**. **(APR 2021)** (Applies to all Subcontracts)

**52.245-9 USE AND CHARGES (APR 2012**) **(** Applies by its terms to subcontracts where Government property will be provided)

**NASA**

## **1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (Jan 2011)**

**FULL TEXT**

**FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (****APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.   
"Government" means "Lockheed Martin and the Government."

(End of clause)

**NASA FARS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (PROCUREMENT CLASS DEVIATION****12-01A)**

 (a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011.  Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011.  The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)