Where necessary, to identify the applicable parties under the following clauses, “Contractor” or “Subcontractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” or “Agreement” or “Subcontract” 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.

# Full Text Clauses

**Article E – Inspection and Acceptance:**

**E-1 Inspection, Acceptance and Rejections**

(a) All Products and services performed shall be subject to inspection and testing by the Government at mutually acceptable times and places (including SUBCONTRACTOR’s and its Suppliers’ premises) during the period of manufacture upon reasonable notice. If any inspection or test is made on SUBCONTRACTOR’s or a lower tier contractor’s premises, SUBCONTRACTOR shall, without additional charge: (i) provide all reasonable facilities and assistance for the safe performance of these duties; (ii) make available to such inspectors copies of all drawings, specifications and process documentation applicable to the Products; and (iii) promptly furnish the Government with any and all resulting inspection certificates and all relevant documents. No such inspection or testing shall relieve SUBCONTRACTOR of its obligations to furnish and warrant all Work in accordance with the requirements of this Agreement.

(b) All Products shall be subject to receiving inspection and final acceptance notwithstanding any other prior inspections. BUYER may reject and hold at SUBCONTRACTOR’s expense, subject to SUBCONTRACTOR’s disposal, all Products not conforming to applicable specifications, drawings, samples, or descriptions. Without limiting any other rights or remedies it may have as provided herein or at law or equity, BUYER, at its option, may (i) request the SUBCONTRACTOR to repair or replace at the SUBCONTACTOR’s discretion and expense any Product which fails to meet any requirement of this Agreement.

(c) SUBCONTRACTOR and its lower tier contractors shall maintain inspection and quality control systems in accordance with SUBCONTRACTOR’s internal procedures and Government requirements. The SUBCONTRACTOR shall notify BUYER no less than ten (10) days prior to any planned Product inspections and/or final acceptance. Records of all inspection work by SUBCONTRACTOR on all Products shall be kept complete and made available to BUYER and/or its Customers during the performance of this Agreement and for seven (7) years following BUYER’s final acceptance of the last Product to be delivered under this Agreement.

(d) The provisions of Article E-1 (Inspection, Acceptance and Rejection) are in addition to other inspection and acceptance provisions of this Agreement, inclusive of all the terms in General Term Agreement GTA-2019-LM/NG-001.

**Article E – Packaging, Marking and Shipping**

**F-2 Licenses and Permits**

SUBCONTRACTOR is responsible for obtaining all required licenses, permits and clearances that may be required by governmental agencies or entities in order to perform this Agreement and subsequent Release. All costs and fees associated with obtaining licenses, permits and clearances are included in the Agreement price.

**Article H – General and Special Terms and Conditions:**

**H-2 Special Subcontract Terms and Conditions**

1. **Customer Insight**

(a) In order for BUYER’s customers to perform their management role, BUYER’s customers must be provided insight into certain SUBCONTRACTOR tasks and milestones. “Insight” by BUYER’s customers includes attending meetings, reviews, and tests and obtaining and reviewing certain documents related to the performance of this Agreement. BUYER’s customers may provide input and comments on these items, but will not have the right of approval. SUBCONTRACTOR agrees to allow BUYER’s customers the same amount of insight into SUBCONTRACTOR’s operations related to the performance of this Agreement as is allowed to BUYER. All requests from BUYER’s customers for data above the contractual SDRLs shall be provided directly from BUYER. LM will evaluate requests to determine costs associated with providing requested information. Under no circumstance shall SUBCONTRACTOR act upon direction given to it by BUYER’s customers. Any such direction must be issued by BUYER in accordance with the provisions of this Agreement.

(b) SUBCONTRACTOR agrees that the Government may inspect SUBCONTRACTOR’s Product, facilities, operations and non-financial records related to the performance of this Agreement upon reasonable prior notice and in a manner to minimize disruption to SUBCONTRACTOR’s operations.

1. **FOUO and U.S. Citizenship**

(a) The documentation related to this effort may contain For Official Use Only (FOUO) restrictions. One of the requirements for programs with FOUO restrictions is that all personnel having access to FOUO Data must have permission to access FOUO data.

(b) A Letter Of Security Instruction (LOSI) may be included with the transmission of this Agreement. If this is included, the requirements outlined in the LOSI must be adhered to. All regulations relating to FOUO are found in DoD 5400.7-R, DoD 5230.24 and 5230.25. International Traffic in Arms Regulations (ITAR) information is identified in DoD 5200.1-R. In addition, each person having access to FOUO Data and entering BUYER facilities must be a citizen of the United States or a permanent resident as described below:

(1) In compliance with U.S. Department of State and U.S. Department of Commerce regulations protecting export controlled Goods, Services, and Technical Data, ALL SUBCONTRACTORS ASSIGNED TO BUYER MUST BE U.S. CITIZENS OR PERMANENT RESIDENTS OF THE UNITED STATES. ALIEN REGISTRATION CARDHOLDERS WHO ONLY HAVE WORK PERMITS AND NOT PERMANENT RESIDENCY ARE RESTRICTED FROM WORKING AT OUR FACILITY. Proof of citizenship must be provided prior to admittance to our facility, and prior to being issued a non-escort badge.

(2) Failure to comply with these restrictions can result in fines, penalties, and possible loss of contracts for BUYER. Failure of SUBCONTRACTOR to comply can result in the same and will result in termination of this Subcontract for default.

(3) The only acceptable documents to certify U.S. citizenship are Birth or Naturalization Certificates, or U.S. Passports. Permanent Resident Cards must be provided as proof of Permanent Residency Status. Note: BUYER reserves the right to conduct audits of records to ensure compliance with these requirements

**H-3 Special Customer Terms and Conditions**

SUBCONTRACTOR shall comply with the following additional clauses in this paragraph that the Customer has required to be incorporated in this Agreement. LOCKHEED MARTIN shall be inserted in the place of “MDA” and “COR” in the PUBLIC RELEASE OF INFORMATION (APR 2009) clause. The Term “Contractor” shall be interpreted to apply to “SUBCONTACTOR” for the purpose of executing remaining H-3 Clauses.

**Public Release of Information (Apr 2009)** (Applicable for all purchase orders/subcontracts.  All references to communications and data submittals shall be through the Lockheed Martin Procurement Representative.)

(a) The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

(b) All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

(c) The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR). See DD Form 254 for Public Release Request submission process, procedures, and requirements.

(d) The contractor shall submit the following to the COR at least 30 days in advance of the proposed need date.

(e) The items submitted must be complete. Photographs shall have captions.

(f) Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

(g) Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

(h) The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.

(i) Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

**Enabling Clause for BMD Interface Support (Apr 2009)** (Applicable for all purchase orders/subcontracts.)

(a) It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

(b) Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

(c) The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

(d) The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

(e) Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

(f) This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

**Control of Access to MDA Spaces and Information Systems (May 2005)** (Applicable if Seller will require access to MDA spaces and information systems. Communication shall be through Lockheed Martin.)

(a) To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/ Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

(b) The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the TC Security Manager to ensure timely action to:

(1) Remove the employee from the current Visit Authorization Request/Letter;

(2) Cancel the MDA badge, keycard, Pentagon Pass, base vehicle stickers, and etcetera issued pursuant to the Visit Authorization Request/Letter; and

(3) Terminate the MDA classified/unclassified LAN accounts/access privileges.

(c) The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

**Distribution Control of Technical Information (Oct 2009)** (Applicable for all purchase orders/ subcontracts.)

(a) The following terms applicable to this clause are defined

(1) Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information and computer software documentation.

(b) Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423, or paragraph e. below, the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless expressly authorized/directed by the Contracting Officer in writing

(c) Except as otherwise set forth in the CDRL or otherwise directed by the government (e.g., paragraph d. below) all technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F : Further dissemination only as directed by MDA/TC Bldg 5222, Martin Rd, Redstone Arsenal Al, 35898 or DOD higher authority.

(2) WARNING - This document/software contains technical data/software whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, (Title 50, U.S.C., App 2401 et seq). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1R, Information Security Program Regulation, Chapter 6, Section 7. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

(d) As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement above would provide adequate protection. If so, the Government's concurrence/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

(e) The prime and subcontractors are authorized to use technical documents generated or held under this contract for purposes of this contract or any other MDA contract, solicitation or program and to flow such technical documents to each other, DOD officials and other DOD contractors having a "need to know" in connection with this contract or any other MDA contract, solicitation or program. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer's Representative (COR) will provide direction. The authorization provided by this paragraph e. is subject to strict compliance with contract security requirements, export control requirements, contractor proprietary restrictions/markings and/or the provisions of any applicable non-disclosure agreements which may be in effect.

**Organizational Conflict of Interest (Mar 2010)** (Applicable for all purchase orders/subcontracts.)

(a) Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;

(2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

(b) Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

2) The Missile Defense Agency's OCI policy is in Attachment #6 of Section J.

(c) Access to and Use of Government Information: If the Contractor, in performance of this contract, obtains access to Government information, or other program related information, such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

(1) use such information for any private purpose;

(2) compete for work, other than succeeding MDA targets development support, based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made public; whichever occurs first.

(3) submit an unsolicited proposal to the Government based on such information;

(4) release such information.

(d) Access to and Protection of Proprietary Information: The Contractor agrees to treat proprietary data in accordance with the provisions of FAR 9.505-4. The Contractor shall enter into a written agreement for the protection of the proprietary data of others and exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

(e) Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

(g) Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

# FAR Clauses

**52.203-7, Anti-Kickback Procedures (May 2014)**

**52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018)**

**52.216-7, Allowable Cost or Payment (Aug 2018)**

**52.219-8, Utilization of Small Business Concerns (Oct 2018)**

**52.219-9, Small Business Subcontracting Plan (Aug 2018)**

**52.222-4, Contract Work Hours and Safety Standards-Overtime Compensation (May 2018)**

**52.222-41, Service Contract Labor Standards (Aug 2018)**

**52.222-60, Paycheck Transparency (Executive Order 13673) (Jan 2017)**

**52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)** (Applicable if Seller will be delivering computers to the Government, acquired by the Seller for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government.)

**52.227-1, Authorization and Consent (Dec 2007) and Alternate I (Apr 1984)** (Alternate I will also apply for research and development work.)

**52.244-5, Competition in Subcontracting (Dec 1996)**

**52.244-6, Subcontracts for Commercial Items (Oct 2018)**

**52.245-9, Use and Charges (Aug 2010)** (Applicable for all purchase orders/subcontracts when FAR 52.245-1, Government Property, applies. Communications with the Government under this clause will be made through Lockheed Martin.)

# DFARS Clauses

**252.203-7002, Requirement to Inform Employees of Whistleblower Rights (Sep 2013)**

**252.203-7004, Display of Hotline Posters (Oct 2016)**

**252.215-7000, Pricing Adjustments (Dec 2012)** (Applicable if the FAR clause entitled "Subcontractor Certified Cost or Pricing Data" or "Subcontractor Certified Cost or Pricing Data - Modifications" apply to this purchase order/subcontract.)

**252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (Dec 2018)**

**252.225-7001, Buy American and Balance of Payments Program (Dec 2017)**

**252.225-7007, Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018)**

**252.225-7030, Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)** (Applicable if this purchase order/subcontract is for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications.)

**252.228-7001, Ground and Flight Risk (Jun 2010)** (Applicable for all purchase orders/subcontracts. In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.)

**252.246-7000, Material Inspection and Receiving Report (Mar 2008)** (Applicable if direct shipments will be made to the Government.)

**252.246-7008. Sources of Electronic Parts (Jul 2018)**