





Contract will be a public-work contract performed outside the United States and the Secretary of Labor waives the applicability of the Defense Base Act (see 28.305)).

FAR 52.232-16 PROGRESS PAYMENTS (NOV 2021) (Applies to SELLER only if LOCKHEED MARTIN concurs

make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by

DFARS 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (AUG 2015) (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

DFARS 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (JUNE 2013)

DFARS 252.225-7052 RESTRICTIONS ON ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (DEC 2022). (The clause does not apply where an exception in paragraph (c) applies.)

DFARS 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

DFARS 252.225-7058 POST-AWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) (Applicable if this Contract exceeds \$5,000,000. Disclosures required by this clause will be made to LOCKHEED MARTIN.)

DFARS 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (DEC 2022)

DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY. (DEVIATION 2017-00004) (Applies to this Contract if it requires contractor personnel to perform work in the United States Central Command area of responsibility.)

DFARS 252.225-7979 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2018-00008) (Applies to this Contract if it exceeds \$50,000 and is performed, in whole or in part, in the United States Central Command Theater of Operations).

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) ("Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (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



DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991) (Applies if this Contract requires securing telecommunications. Does not apply if Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2022) ("Government" means "LOCKHEED MARTIN." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies if Work delivered under this Contract is subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016) (Applies if Seller is in possession of Government Property.)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) (Applies if Seller will perform work under this Contract on a Government installation. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if Seller will perform work on a Government installation. All communication with the Government required by this clause shall be conducted through Lockheed Martin.)

*H-11 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey*

*(a) Definitions.*

*(1) "Component" means any item supplied to the Government as part of an end product including, without limitation, raw materials and intermediate assemblies*

*(2) "Covered article" means any end item, component, software, or service that-*

*Is produced in Turkey or by a covered entity; or*

*Is a service provided in Turkey or by a covered entity.*

*(3) "Covered entity" means an entity that is effectively owned or controlled by the Turkish*

government.

(4) "Effectively owned or controlled" means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the entity's officers or a majority of the entity's board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

(5) "Entity controlled by the Turkish government" means

(i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or

(ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.

(6) "Purchase Order" means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

(b) Restrictions.

The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:

(i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or

*recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or*