

LOCKHEED MARTIN CORPORATION

CORPDOC 3B

FEDERAL ACQUISITION REGULATION (F1(ON)-45d/N(U)1.4(424(1.1(ON)-y5(R)2u.)-16(1p..1(O-45d.3(1 9(I)0.9(Tle)-11 cW(E)5(R.6)-2.)-16(A)

The FAR and NASA FAR Supplement 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-



- 1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
- 2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
- 3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
- 4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
- 5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.
- 6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.



FAR 52.203-



FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Notes 2 and 4 apply.)

FAR 52.227-



FAR 52.232-



NASA FARS 1852.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (APR 2015) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LOCKHEED MARTIN Procurement Representative identified on the face of this Contract.)

NASA FARS 1852.227-14 RIGHTS IN DATA - GENERAL (APR 2015) (Modifies FAR 52.227-14. Notes 5 applies.)

NASA FARS 1852.227-70 NEW TECHNOLOGY (APR 2015) (Applies if this Contract is for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization.)

NASA FARS 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015) (Applies whenever NASA FARS 1852.227-70 applies to this Contract. SELLER's petitions to the Contracting Officer will be made through Lockheed Martin.)

NASA FARS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015) (Applies if this Contract contains either of the clauses at FAR 52.227-11 or 18-52.227-70. The respective representatives referenced in the clause are identified in the Schedule. Note 2 applies.)

NASA FARS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSE (APR 2015) (Applies for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 6 applies.)

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- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).
- (b) SELLER shall provide immediate written notice to LOCKHEED MARTIN if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has becoa boa bec-2.7(er)-4.4(t)-6ipk(en)-9.1((a)(b))-6.4(. 9.1(ec-)-3.9(ct)-3.9(g)6.27)1.4(er)