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 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 Clauses

**52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)** (Applies in lieu of 52.223-18)

**52.227-1 Authorization and Consent, Alternate I (APR 1984)** (Applies to any subcontract for research and development work.)

**52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)** (Applies to subcontracts where software or services will be retransferred to the Government.)

**52.243-1 Changes -- Fixed-Price, Alternate V (APR 1984)** (Applies to all subcontracts when a research and development contract is contemplated.)

**52.244-5 Competition In Subcontracting (Aug 2024)** (Applies in lieu of Dec 1996)

**52.244-6 Subcontracts For Commercial Items (DEVIATION 25-05) (Mar 2025)** (Applies in lieu of 52.244-6)

**52.246-8 Inspection Of Research And Development-- Cost-Reimbursement (May 2001)**