

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER

C-5 Sustaining Engineering
and Technical Support Services Contract
FA8525-13-D-0003

For Use with the Current Version Lockheed Martin CorpDocs

17 July 2013

Original Release

The following are the supplemental terms and conditions to be incorporated, in addition to Lockheed Martin standard corporate terms and conditions (e.g., CorpDoc 3, CorpDoc 3a, CorpDoc 4, etc.), into subcontracts issued under the C-5 Sustaining Engineering and Technical Support Services Contract FA8525-13-D-0003.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

1. The following FAR and DFARS clauses are added:

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.

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009). Applies if FAR 52.222-41 applies to this contract.

"Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f)

where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

FAR 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment -- Major Systems (Dec 2007) "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).

FAR 52.243-2 Changes -- Cost-Reimbursement (Aug 1987); Alternate I (Apr 1984) "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.

DFARS 252.225-7012 Preference for Certain Domestic Commodities (Feb 2013)
Applies if Seller is furnishing any of the items covered by this clause.

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 the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.

DFARS 252.246-7001 Warranty of Data (Dec 1991)
"Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government."