

**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS  
UNDER**

Israel DCS  
Contract Number 4440328190

**Generated Using Lockheed Martin CorpDocs 2011 Version**

Revision 2 dated June 9, 2015

The following are the supplemental terms and conditions to be incorporated, in addition to those other terms and conditions from the applicable CorpDoc 1 into subcontracts issued under the Prime Contract 4440328190 Israel DCS.

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.

The following FAR clause is added:

Federal Acquisition Regulations (FAR) 52-249-2 (May 2004) Termination for Convenience of the United States Government, (fixed price) and incorporated by reference herein Article 18 of the Contract Terms and Conditions. The Termination for Convenience clauses in the CorpDocs referenced above should be considered deleted and FAR 52-249-2 shall take precedence.

**SECTION H- SPECIAL PURCHASE ORDER REQUIREMENTS**

**H-1 CERTIFICATION:** Contractor's Certification and Agreement with Defense Security Cooperation Agency (DSCA) Guidelines.

(A) The following are exempted from this clause for the purpose of DSCA certification:

- a. The Contract is below the simplified acquisition threshold.
- b. The Contract is awarded based on a competitive lowest responsive bid or best bid/best value basis.
- c. The Contract is for common hardware<sup>1</sup> and/or raw materials<sup>2</sup>.
- d. The Contract is for commercially available U.S. off-the-shelf items<sup>3</sup>.

<sup>1</sup>Common hardware consists of commercially available, off-the-shelf items that do not require custom production or specific manufacture.

<sup>2</sup>Raw materials are items that are in a natural state, not subject to manufacturing, refining, or finishing processes, and routinely stored without accountability or segregation based on origin.

<sup>3</sup>Commercially available off-the-shelf item means a commercial item sold in substantial quantities in the commercial marketplace and offered to the U.S. Government without modification and in the same form in which it is sold in the commercial marketplace (see 41 USC 431). It does not include bulk cargo such as agricultural products and petroleum products.

(B) SELLER certifies to and agrees to the following:

(1) United States Government (USG) funds will be used to finance the Contract and acceptance of the Contract will constitute acknowledgment of such notification of USG financing.

(2) The recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Contract are fully disclosed below.

Recipient(s) of commissions, contingent fees, or compensation:

NAME and ADDRESS:

AGGREGATE AMOUNT PAID OR TO BE PAID: \_\_\_\_\_

(Enter zero or the amount paid)

AGGREGATE AMOUNT INCLUDED IN CONTRACT: \_\_\_\_\_

(Enter zero or the amount paid)

RELATIONSHIP TO SELLER: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

a. Certifies that the Contract price does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the Contract, unless such payments have been identified to and approved in writing by LOCKHEED MARTIN.

b. Certifies that any commissions, contingent fees, or similar compensation paid or promised by the SELLER to any person in relation to soliciting the Contract were not in violation of U.S. law or regulations.

(3) In addition to the aforementioned Sections (B)(1) and (B)(2) and, for purposes of facilitating official U.S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Contract, the SELLER agrees:

a. To identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, the U.S. Department of Justice, or a U.S. Federal Grand Jury:

(1) Accounts wherever located in the name of such SELLER or any related corporate entities; and

(2) Accounts located outside the United States in the name of the principal executive officers of SELLER (and any nominees) who have been personally and substantially involved in this Contract, and

b. Acceptance and implementation of the Contract constitutes agreement by the SELLER to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury:

- (1) Accounts wherever located in the name of SELLER; and
- (2) Accounts located outside the United States in the name of the principal executive officers of SELLER (and any nominees) who have been personally and substantially involved in this subcontract under the Contract.

The term "consent to the disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.

(4) SELLER agrees that it is the SELLER'S responsibility to obtain written compliance for the aforementioned sections (B)(1) through (B)(3) from its first-tier subcontractors.

## **H-2 FOREIGN MILITARY FINANCING GUIDELINES**

Guidelines for Foreign Military Financing of Direct Commercial Contracts, dated August 2009. The Guidelines for Foreign Military Financing of Direct Commercial Contracts may be located at the following link:

<http://www.dsca.mil/programs/foreign-military-financing-direct-commercial-contracts-fmf-dcc>

### **Revision 1 for March 9, 2015 Release**

1. **The DSCA links, under Sections H-1 and H-2, are updated.**

### **Revision 2 for June 9, 2015 Release**

1. **Section H-1 DSCA link is removed and replaced with SELLER DSCA certification requirements.**