

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

FA8625-14-C-6450
Fiscal Year 2014 Advanced Procurement

Generated using Lockheed Martin CorpDocs 2014 Version

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Original

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract.

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. Add the following clause(s):

FAR 52.208-8 – Required Sources for Helium and Helium Usage Data (APR 2002) (Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b) "Contracting Officer" means "Buyer.")

FAR 52.215-2 ALT I – Alternate I – Audits and Records – Negotiation (MAR 2009) (Alternate I applies if Seller is an educational institution or non-profit institution. Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)

FAR 52.215-21 ALT III – Alternate III – Requirements for Certified Cost or Pricing Data and Other Than Certified Cost or Pricing – Modifications (OCT 1997) ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

FAR 52.232-17 – Interest (OCT 2010) ("Government" means "Lockheed contract is for a "Commercial item" as defined in FAR Part 2.101)

FAR 52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.239-1 – Privacy or Security Safeguards (AUG 1996) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)

FAR 52.245-9 – Use and Charges (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.203-7002 – Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

DFARS 252.208-7000 – Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991) (Applies if this contract involves precious metals.)

DFARS 252.211-7005 – Substitutions for Military or Federal Specifications and Standards (NOV 2005)

DFARS 252.211-7007 – Reporting of Government Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7004 – Small Business Subcontracting Plan (Test Program) (JAN 2011) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)

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 252.225-7048 – Export-Controlled Items (JUN 2013)

DFARS 252.243-7002 – Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin." Applies to Non-Commercial item contracts over \$150,000. Does not apply if 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)

DFARS 252.245-7004 – Reporting, Reutilization, and Disposal (MAY 2013) ("Contracting Officer" means Lockheed Martin. Applies if Government Property will be located at supplier facilities.)

DFARS 252.246-7000 – Material Inspection and Receiving Report (MAR 2008) (Applies if shipping is direct to the Government.)

AFFARS 5352.223-9000 – Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101. The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.223-9001 – Health and Safety on Government Installations (NOV 2012) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101.)

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." Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101.)