

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8504-20-C-0002

Generated using Lockheed Martin CorpDocs 3A and 4A Version 2020

03 June 2020

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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)

FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (AUG 2016)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (DEC 2019)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.248-1 VALUE ENGINEERING (OCT 2010)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (AUG 2016)

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019)

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)

DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (MAY 2019)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (MAY 18)
(Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data)

FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 18) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall

communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 19)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSECTOR GENERAL (DEC 12) (Applies when FAR 52.203-13 applies to this Contract).

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (MAY 19) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs.

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 14) (Paragraph (c)(1) does not apply)

FAR 52.232-16 PROGRESS PAYMENTS (APR 12) ("Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 13)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 16) (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 05)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 19)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 12) ("Government" means "Lockheed Martin.")

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PEROPERTY (APR 12)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 17) ("Contracting Officer" means Lockheed Martin.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

H-1 Use of Government Owned Facilities

As authorization required by FAR 52.245-9, the Lockheed Martin recognizes that the SELLER and its subcontractors may use Government Facilities, which are considered Government Furnished Property for purposes of this contract, pursuant to the following facilities leases, in performance of this Contract:

AF Plant 4, Ft. Worth TX, Lease F33657-97L-2018

AF Plant 6, Marietta GA, Lease F33657-97-L-2019

AF Plant 42, Sites 2 and 8, Palmdale CA, Lease F33657-00-L-2039

If any change in the availability of leased facilities due to loss, destruction or damage, or any change in the terms of the facilities leases identified in this Clause, or any successor lease, causes an increase in the cost of, or the time required for, performance or any part of the work under this contract, or both, the SELLER shall be entitled to an appropriate equitable adjustment under this Contract.