

**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS**

**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**Contract FA8525-19-D-0001, SETSS III (SETSS FY19) and all Task Orders issued thereunder**

**Generated using Lockheed Martin CorpDocs 2018 Version**

**9 Jan 2019 – Original Version**

**26 April 2021 – Revision 1**

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:

None

**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:

None

**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:

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018).** SELLER shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this Subcontract or Purchase Order.

**FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)** (Note 4 applies in paragraph (b). Reports required by this clause will be made to LOCKHEED MARTIN.)

**52.232-17 Interest (May 2014).** This clause applies to all Purchase Orders to the extent that the Purchase Order contains other clauses which expressly refer to an Interest clause. (For Example, Fixed Price Incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17 or subcontracts containing a Defective Cost or Pricing provision under FAR Part 15). In this clause the term 'Government means 'Lockheed Martin'.

**52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013).** This clause applies to the extent that this Purchase Order requires the delivery of software or services that will be retransferred to the US Government by LMA.

**52.243-2 ALT I Changes – Cost Reimbursement (Aug 1987).** This clause applies to all Cost Reimbursable (CRNF) and Cost Plus (CPFF/CPIF/) type subcontracts and Purchase Orders. Reference CorpDocs for FFP Changes Clause. The terms 'Contracting Officer' and 'Government' mean Lockheed Martin. In paragraph (a), sub-paragraph (4) is added as follows:

(4) Delivery Schedule.

In paragraph (d), the reference to the Disputes clause is deleted.

**52.245-9 Use and Charges (Apr 2012)** This clause applies to all Purchase Orders where –

(a) Government property is provided for the SELLERS use; AND

(b) The Government property is NOT incorporated into the deliverable item; AND

(c) the SELLER did NOT include a notification in its proposal/quotation to Lockheed Martin that USG property would be required in the performance of the resulting Purchase Order.

#### **DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)**

**252.211-7007 Reporting of Government-Furnished Property (Aug 2012).** This clause applies to all Purchase Orders to the extent that Lockheed Martin (LMA) provides property that is furnished by the US Government.

**252.219-7004 Small Business Subcontracting Plan (Test Program) (Apr 2018).** This clause applies to all Purchase Orders to the extent that SELLER is a participant in the Department of Defense (DoD) Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans. If the SELLER is NOT a participant, FAR 52.219-9 applies to this Purchase Order or Subcontract.

**252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013).** This clause applies to all Purchase Orders to the extent that the Purchase Order requires the performance of services that interact with detainees in the course of performing SELLERS duties.

**252.243-7002 Requests for Equitable Adjustment (Dec 2012).** This clause applies to all Subcontracts and Purchase Orders where the cumulative value of the Basic and all amendments exceeds \$150,000. The term 'Government' means Lockheed Martin.

**252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)** This clause applies to all Subcontracts and Purchase Orders where the items/services to be furnished/performed by the

SELLER will be subject to serialized tracking. Items/Services subject to this clause will be specifically identified in the Purchase Order Statement of Work, drawings or other PO specifications.

**252.245-7004 Reporting, Reutilization and Disposal (Sep 2016).** This clause applies to all Purchase Orders and Subcontracts wherein Lockheed Martin provides any USG property or where any USG property is located at the SELLERs facility(ies).

**5352.204-9000 Government Security Activity And Visitor Group Security Agreements (Jan 2017).** This clause applies to all Purchase Orders and Subcontracts where in both of the following conditions are met:

a) The SELLER's performance under the Statement of Work attached to the Purchase Order requires the SELLER to perform services on a United States base, installation, building or other facility, AND

b) The Purchase Order or Subcontract includes a DD254.

*Note: The LMA Buyer should coordinate this clause with the assigned Contracts Negotiator anytime a DD254 is flowed to a supplier under this contract. The VGSA is a defined format document that must be coordinated with LM Security and signed by the SELLER prior to issuing the Purchase Order.*

**5352.223-9001 Health and Safety on Government Installations (Nov 2012).** This clause applies to all Purchase Orders to the extent that the Purchase Order requires SELLER to perform work on a US Government installation. The term 'Contracting Officer' means 'Lockheed Martin'.

#### **Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

**None**