

**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

C-5 Block Upgrade Program 1  
CONTRACT NUMBER FA8525-11-C-0001

**Generated using Lockheed Martin CorpDocs 2011 Version**

April 8, 2011

The following are the provisional supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., CorpDoc 3, CorpDoc 3a, CorpDoc 4, etc.), into subcontracts issued under the C-5 Block Upgrade Program 1 Contract FA8525-11-C-0001 (the Prime Contract). These supplemental terms and conditions are provisional and subject to revision as prime contract terms, conditions, and requirements develop.

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:**

FAR 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards (Jul 2010) Subparagraph (c)(1) does not apply. If Seller meets the thresholds specified in paragraphs (c)(2) and (d) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) website. All information posted will be available to the general public.

FAR 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JUN 2010) (Applies if this subcontract is in excess of \$10,000 and will be performed wholly or partially in the United States, unless exempt by the rules, regulations, or orders of the Secretary of Labor).

FAR 52.245-9 Use and Charges (AUG 2010) Applicable if Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.

DFARS 252.225-7012 Preference for Certain Domestic Commodities (Jun 2010). Applies if Seller is furnishing any of the items covered by this clause.

DFARS 252.243-7002 Request for Equitable Adjustment (MAR 1998) Applicable if this Contract is over \$150,000. "Government" means "Lockheed Martin."

**2. The following AFFARS clauses are added:**

AFFARS 5352.237-9002 Contract Holidays (AFMC) (NOV 2007) Applicable if the Work will be performed on a Government installation. AFFARS 5352.242-9000 Contractor access to Air Force installations (Aug 2007) 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 (AUG 204) 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.