

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

C5 Reliability Enhancement and Re-engining Program (RERP)
Interim Contract Support (ICS)
FA8625-09-D-6485

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21 October 2009

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 Federal Acquisition Regulation clauses:

52.228-03, **Workers' Compensation Insurance (Defense Base Act)** (APR 1984). Applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.

52.228-04, **Worker's Compensation and War-Hazard Insurance Overseas** (APR 1984). Applicable if Seller obtained a waiver granted by the Secretary of Labor and, but for the waiver, would be subject to workers' compensation insurance under the Defense Base Act 42 USC 1651 et seq.

52.239-01, **Privacy or Security Safeguards** (AUG 1996). Applicable if this contract includes information technology that requires security of such information technology, and/or includes the design, development, or operation of a system of records using commercial information technology services or support services.

2. Add the following Defense Federal Acquisition Regulation Supplement clauses:

252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials with its Alt I (APR 1993). Applicable if this contract requires, may require, or permits the Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government."

252.225-7012, Preference for Certain Domestic Commodities (MAR 2008). Applicable if Seller is

furnishing any of the items covered by this clause.

252.243-7002, Requests for Equitable Adjustment (MAR 1998). Applicable if this contract is over \$100,000. "Government" means "Lockheed Martin."

252.246-7000, Material Inspection and Receiving Report (MAR 2008). Applicable if this contract requires delivery of items directly to the Government.

3. Add the following Air Force Material Command Federal Acquisition Regulation Supplement clauses:

5352.237-9002, Contract Holidays (AFMC)(NOV 2007). Applicable if Seller performs work on a Government installation.

5352.247-9005, Shipping Container Marking (AFMC)(MAR 2003). Applicable if this contract requires delivery of items directly to the Government.

5352.247-9007, Specification Commercial Packaging (AFMC)(JAN 2000). Applicable if this contract requires delivery of items directly to the Government.

5352.247-9008, Contractor Commercial Packaging (AFMC)(SEP 1998). Applicable if this contract requires delivery of items directly to the Government.

5352.247-9011, Packaging and Marking of Hazardous Materials (AFMC)(SEP 1998). Applicable if this contract requires delivery of items directly to the Government.

4. Add the following Air Force Federal Acquisition Regulation Supplement clauses:

5352.223-9000, Elimination of Use of Class I Ozone Depleting Substances (ODS)(APR 2003). The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

5. Add the Following H Clauses:

H103 RIGHTS IN COMMERCIAL TECHNICAL DATA AND SOFTWARE (NOV 2008)

In order to provide the Government insight and oversight of Seller's work under this contract the Seller agrees to exert best efforts to enable Government personnel viewing access to contract commercial software specifications, and source code, at Seller's facilities. Such viewing access shall be coordinated in advance and be on a noninterference basis. Government personnel granted such viewing access will execute a non-disclosure agreement with Seller when such non-disclosure agreement is appropriate based on the commercial or proprietary nature of the software.

H106 IMPLEMENTATION OF PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2007) (BASIC) (JUN 2008) (NOV 2008) (FEB 2009)

1. The clause at 252.225-7014, Preference for Domestic Specialty Metals (JUNE 2005) (Deviation) and Alternate 1, (April 2003) (Deviation) shall apply to the Seller, except for General Electric Aviation CF6 Propulsion System.

2. A Determination and Findings for Domestic Non-availability, approved 5 Apr 07 by the Secretary of the Air Force, waives the specialty metal requirement for the General Electric Aviation CF6 Propulsion System. This waiver applies to the RERP SDD, low rate initial production, production and sustainment contracts. However, GE shall procure the quantity and type of specialty metals sufficient for all C-5M (RERP) CF6 requirements from sources producing or using domestically smelted specialty metals. The domestic materials will be integrated into GE manufacturing processes common to both commercial and military production

H111 CONTRACTOR IDENTIFICATION (FEB 2003)

(a) Seller's personnel must identify themselves as a Lockheed Martin subcontractor during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Seller-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Seller supplied signs, name plates or other identification, showing that these are work areas for Lockheed Martin subcontractor personnel.