

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**FA8604-15-D-7954 and All Orders issued thereunder**  
**Generated using Lockheed Martin CorpDocs 2015 Version**

**2 SEP 2015**

**ORIGINAL**

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:

**FAR 52.244-6** Subcontracts for Commercial Item (Jul 2014)

**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 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)** (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

**FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)** (applicable to all subcontracts that exceed \$150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual. Does not apply for Commercial Items as defined in FAR 2.101).

**FAR 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)**

**FAR 52.222-99 ESTABLISHING MINIMUM FOR CONTRACTORS (DEVIATION 2014) (JUN 2014)** ("Contracting Officer" means "Lockheed Martin".)

**FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (MAY 2014)** (Applicable to any subcontract which requires the delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

**FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)** (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

**FAR 52.243-1 CHANGES -- FIXED-PRICE (APR 1984)** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

**FAR 52.243-2 ALT 1 CHANGES -- COST-REIMBURSEMENT (APR 1984)** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**FAR 52.243-3 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (APR 1984)** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**FAR 52.245-1 ALTERNATE 1 – GOVERNMENT PROPERTY (APR 2012)** (Applicable if SELLER will be in possession of Government property. "Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

**FAR 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Dismantling, Demolition, or Removal of Improvements) (APR 2012)** ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

**DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013)** (Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.)

**DFARS 252.225-7027 RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)** ("The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.")

**DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2014-O0018) (JUL 2014)** (Applicable to all subcontracts where subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or military exercises, when designated by the Combatant Commander.)

**DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)** ("Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)** (applicable to all non-commercial subcontracts over \$150,000. "Government" means "Lockheed Martin".)

**AFFARS 5352.223-9000 USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS (NOV 2012)** (Does not apply for Commercial Items as defined in FAR 2.101. The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

**AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012).** (Does not apply for Commercial Items as defined in FAR 2.101. 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.)

#### **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:

**None**