

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

FA8615-19-C-6050 GREECE UPGRADE PROGRAM

Generated using Lockheed Martin CorpDocs 2018 Version

24 January 2019 – Original
30 May 2019 - Revision 1
02 November 2020 – Revision 2

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:

DFARS 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Deviation 2018-0007 (DEC 2017))

DFARS 252.246-7008 Sources of Electronic Parts (MAY 2018) (Applies if this Contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.) (As used in the clause, “Contracting Officer” means “Lockheed Martin and the Contracting Officer.” The term “Government” means “Lockheed Martin and the Government” except in paragraph (d).)

FAR 52.244-6 Subcontracts for Commercial Items (JUL 2018)

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:

F-16_GreeceUpgradeProgram_FA8615-19-C-6050_PSFDFlowdown_Rev2_11022020

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014) (Applies if this Contract exceeds \$150,000; not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applies if this Contract exceeds \$150,000 and if Seller's employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin". The blanks in paragraph (b) are completed with "Greece". Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.233-3 Alternate I - Protest after Award (JUN 1985) (Applies to cost reimbursement contracts. "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days.")

DFARS 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991) (Applies if this Contract involves precious metals.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (APR 2018) (Applies if SELLER is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plan.)

DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (Applies if this Contract requires the delivery of hand or measuring tools.)

DFARS 252.225-7027 Restriction 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 "the Government of Greece." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this Clause shall be implemented in this Contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government is not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract exceeds \$50,000,000. In paragraph (b), "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if this Contract requires Seller personnel to interact with detainees in the course of their duties.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000. "Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.246-7001 Warranty of Data ALTERNATE II (MAR 2014) (Applies if Seller is required to provide data in performance of this Contract. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: "The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.)

Part IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

RESERVED