

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
22-D-9709
F-22 “Project R”

Generated using Lockheed Martin CorpDocs 2021 Version

Original: 29 November 2021

Revision 1: August 9, 2023

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:

Reserved

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:

Reserved

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 52.204-27 Prohibition on a ByteDance Covered Application. (Jun 2023)

FAR 52.219-09 ALT III – Small Business Subcontracting Plan (JUN 2020) (Applies if this contract exceeds the threshold at FAR 19.702(a). Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

FAR 52.232-16 – Progress Payments (JUN 2020) (Applies if Seller shall receive progress payments during the performance of this Contract. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e), and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-16 ALT III – Progress Payments (JUN 2020) (Applies if Seller shall receive progress payments under an indefinite-delivery contract, basic ordering agreement, or their equivalent. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e), and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.245-9 – Use and Charges (APR 2012) (Applies where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.249-3 – Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements (APR 2012) (Applies if this is a fixed-price contract which exceeds the simplified acquisition threshold. "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 252.204-7004 – Antiterrorism Awareness Training for Contractors (FEB 2019) (Applies if performance shall require routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.209-7010 – Critical Safety Items (AUG 2011)

DFARS 252.211-7007 – Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 - Reporting of Government-Assigned Serial Numbers (SEP 2010)
 (Applies if Seller will be in possession of Government property for the performance of this contract. Does not apply if Lockheed Martin will assume responsibility for marking the property.)

DFARS 252.216-7009 – Allowability of Legal Costs Incurred in Connection with a whistleblower proceeding (SEP 2013) (Applies if FAR 52.216-7 Allowable Cost and Payment clause applies to this contract.)

DFARS 252.219-7003 ALT I – Small Business Subcontracting Plan (DoD Contracts) (DEC 2019) (Applies if FAR 52.219-9 ALT III applies to this contract.)

DFARS 252.227-7038 (ALT II) – Patent Rights-Ownership by the Contractor (Large Business) (DEC 2007) (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.234-7002A – Earned Value Management Systems (Deviation 2015-O0017) (SEP 2015) (Applies to cost or incentive type contracts valued at \$100,000,000 or more. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.239-7000 – Protection Against Compromising Emanations (OCT 2019)
 (Applies if Seller will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7010 – Cloud Computing Services (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.243-7002 – Requests for Equitable Adjustments (DEC 2012) (Applies if this contract exceeds \$150,000. "Government" means "Lockheed Martin.")

DFARS 252.245-7001 – Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if items furnished by Seller are subject to serialized tracking.)

DFARS 252.245-7004 – Reporting, Reutilization, and Disposal (SEP 2016) (Applies if Government property will be located at Seller’s facilities. "Contracting Officer" means Lockheed Martin.)

AFFARS 5352.223-9000 – Elimination of Use of Class I Ozone Depleting Substances (OCT 2019) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "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:

RESERVED