

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
ISDD 2.0 - N00019-20-C-0035

Generated using Lockheed Martin CorpDocs 2020 Version

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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:

FAR 52.215-12 (Dev) (May 2018) Subcontractor Certified Cost or Pricing Data (DEVIATION 2018-O0015) Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.

FAR 52.15-13 (Dev) (May 2018) Subcontract Certified Cost or Pricing Data – Modifications (DEVIATION 2018-O0015) Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.

FAR 52.230-2 (Dev) (Apr 2018) Cost Accounting Standards (DEVIATION 2018-O0012) (Applies when the contract states that it is subject to full CAS coverage.) ("United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are

relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller."

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 52.215-23 ALT I (Oct 2009) Alternate I - Limitations on Pass-Through Charges. (Applies if this is a cost-reimbursement and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.227-1 ALT I (Apr 1984) Alternate I - Authorization and Consent.

FAR 52.228-3 (Jul 2014) Workers' Compensation Insurance (Defense Base Act). (Applies if SELLER will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.232-17 (May 2014) Interest. (Applies to contracts which contain FAR clauses which expressly refer to an Interest clause) ("Government" means "Lockheed Martin.")

FAR 52.243-2 ALT II (Apr 1984) Alternate II - Changes-Cost-Reimbursement. ("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 52.245-9 (Apr 2012) Use and Charges. (Applies if the contract will involve the use of government property subject to this clause.) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.227-3 (Apr 1984) Patent Indemnity.

FAR 52.229-8 (Mar 1990) Taxes Foreign Cost-Reimbursement Contracts. (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin.")

DFARS 252.204-7004 (Feb 2019) Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN) (Applicable where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.211-7007 (Aug 2012) Reporting of Government-Furnished Property. (Applicable where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.219-7004 (May 2019) Small Business Subcontracting Plan (Test Program). Applicable if SELLER is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans

DFARS 252.225-7027 (Apr 2003) Restriction on Contingent Fees for Foreign Military Sales.

DFARS 252.225-7028 (Apr 2003) Exclusionary Policies and Practices of Foreign Governments.

DFARS 252.227-7013 ALT I (Jun 1995) Alternate I - Rights in Technical Data-Noncommercial Items.

DFARS 252.227-7014 ALT I (Jun 1995) Alternate I - Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

DFARS 252.228-7001 (Jun 2010) Ground and Flight Risk. (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
ISDD 2.0 - N00019-20-C-0035

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 are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.)

DFARS 252.234-7004 (Nov 2014) Cost and Software Data Reporting System. (Applicable to contracts in excess of \$50,000,000.) (In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7001 (Jan 2008) Information Assurance Contractor Training and Certification. (Applicable if SELLER personnel shall be accessing DoD information systems.)

DFARS 252.239-7016 (Dec 1991) Telecommunications Security Equipment, Devices, Techniques, and Services. (Applicable if this contract requires securing telecommunications.)

DFARS 252.243-7002 (Dec 2012) Requests for Equitable Adjustment. (Applicable in contracts over \$150,000.) ("Government" means "Lockheed Martin.")

DFARS 252.245-7001 (Apr 2012) Tagging, Labeling, and Marking of Government-Furnished Property. (Applicable where the items furnished SELLER will be subject to serialized tracking.)

DFARS 252.245-7004 (Dec 2017) Reporting, Reutilization, and Disposal. (Applicable if government property may be located at SELLER facilities.) ("Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7001 (Mar 2014) Warranty of data. (Applicable if data will be acquired from the SELLER.) ("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.")

DFARS 252.227-7038 ALT I (Dec 2007) Alternate I - Patent Rights-Ownership by the Contractor (Large Business). (Applies if this contract involves experimental, developmental, or research work.)

DFARS 252.229-7011 (Sep 2005) Reporting of Foreign Taxes - U.S. Assistance Programs. (Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

DFARS 252.234-7002 (Sep 2015) (DEVIATION 2015-O0017) Earned Value Management System. (DEVIATION 2015-O0017) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) (The term "prime contractor" means "Seller.")

(a) During the performance of this contract, the Government may use an independent services contractor (ISC). who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999) (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, "52.228-7, "Insurance-Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: 200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) (Applies if SELLER will make shipments under this contract directly to the Government.)

- (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.
- (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.

- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS:

Reserved