

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-20-C-0052 (previously identified as N00019-19-R-0035)
Norway Italy Reprogramming Lab (NIRL) Contract

Generated Using the 2018 Version of the Lockheed Martin CorpDocs

Original: January 28, 2019
Revision 1: June 8, 2020
Revision 2: October 28, 2020

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.

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 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2018) (Applies if this Contract requires or involves the employment of laborers and mechanics.)

FAR 52.222-50 COMBATTING TRAFICKING IN PERSONS (JAN 2019) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (MAY 2019) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

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 LIMITATIONS ON PASS THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this Contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, 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. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) (Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

DFARS 252.227-7014 ALT I RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) (Not applicable to commercial items as defined by FAR 2.101.)

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:

H-6 – NAVAIR 5252.228.9501 LIABILITY INSURANCE (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, “FAR 52.228-5, “INSURANCE – WORK ON A GOVERNMENT INSTALLATION” 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.