

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
N68335-15-D-0002 and All Orders issued thereunder
Generated using Lockheed Martin CorpDocs 2015 Version

2 September 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 52.219-9 Small Business Subcontracting Plan (Jul 2013) (Applies if this contract exceeds \$650,000.

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. ." Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Aug 2012) (Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted. Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.225-7001 Buy American and Balance of Payments Program (Dec 2012)

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:

NAVAIR 5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (Oct 2005)
Applies only if this purchase order requires the delivery of any data or reports.

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MIL (Oct 2005) Applies only if this purchase order requires the Seller to make shipments under this contract directly to the US Government. (Applies if Seller will make shipments under this contract directly to the Government.)

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (May 2011) Applies only if this purchase order requires the Seller's personnel to perform services of any type on LM or USG installations.

NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT CONTROLLED TECH (Oct 2005). (Does not apply for Commercial Items as defined in FAR 2.101)

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (Feb 2009). Applies only if this purchase order requires the Seller to grant direct access to Subcontractor/Supplier proprietary information to US Government support contractors. Within this clause the term 'prime contractor' means 'Seller'. Disclosure, use and protection of Seller's proprietary information provided to LM Aeronautics shall be governed by the applicable Proprietary Information Agreement (PIA).

NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (Mar 1999). Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows:

- a) Comprehensive General Liability \$200,000 per person and \$500,000 per accident.
- b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- c) Workman's Comp 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. Para d) applies to this purchase only if it requires the Seller to operate an aircraft or provide in-flight training services.

NAVAIR 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (Jan 2007).
All communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to twenty (20) days.

FAR 52.222-12 CONTRACT TERMINATION-DEBARMENT (May 2014). Applies only if this purchase order requires construction, repairs or alterations within the United States.

FAR 52.224-2 PRIVACY ACT (Apr 1984). (Applies if this contract is for the design, development, or operation of such a system of records)

FAR 52.245-9 USE AND CHARGES (Apr 2012). (Applies to this purchase order if Government furnished property is being furnished by either the US Government or through Lockheed Martin. All communications prescribed by this clause shall be made through Lockheed Martin.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (Sep 2013). Applies only if this purchase order is in excess of \$5M **AND** performed entirely inside the United States. Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Jan 2008). Applies if this purchase order will require Seller personnel and contractors to access DoD information systems.

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (Dec 2012). (Applies if this purchase order is greater than \$150,000. Within this clause, the term ‘Government’ means ‘Lockheed Martin’. Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (May 2013). (Applies to this purchase order if either the US Government or Lockheed Martin provides Government Furnished Property subject to serialized tracking. Items subject to serialized tracking are identified in the Statement of Work or other requirements document.)

DFARS 252.245-7004 REPORTING, REUTILIZATION AND DISPOSAL (May 2013). (Applies only if this purchase order requires either the US Government or Lockheed Martin to provide Government Furnished Property. Within this clause the term ‘Contracting Officer’ means the Lockheed Martin Procurement Representative.)

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE< RELEASE OR DISCLOSURE (Jan 2011). (Within this clause, ‘Offeror’ means ‘Seller’. ‘Contracting Officer’ means ‘Lockheed Martin or Contracting Officer’. In paragraphs (a) and (b) the reference to the SBIR data rights clause are deleted. Does not apply for Commercial Items as defined in 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:

None