



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS**

**UNDER**

**FA8528-19-D-0015 (U2 FY 2019 – FY 2023 Sustainment and Support Contract)**

**Generated using Lockheed Martin CorpDocs 2019 Version**

**04/01/2019 – 03/31/2024**

**Revision 6**

**July 31, 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 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: 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:

From: FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2019)

To: FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (JUN 2023)

**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 52.204-25 Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.

**FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (MAY 2014)

**FAR 52.203-16 Preventing Personal Conflicts of Interest** (DEC 2011)

**FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems** (JUN 2016) (Applies unless Seller is furnishing commercially available off-the-shelf items.)

**FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered** (JUL 2018) (Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this contract.)

**FAR 52.204-27 Prohibition on a ByteDance Covered Application** (JUN 2023)

**FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services** (MAY 2014) ("Contracting Officer" means "Lockheed Martin.")

**FAR 52.211-5 Material Requirements** (AUG 2000) ("Contracting Officer" means "Lockheed Martin.")

**FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan** (MAR 2015 ) (In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

**FAR 52.224-1 Privacy Act Notification** (APR 1984)

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

**FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas** (APR 1984)

**FAR 52.232-17 Interest** (MAY 2014) ("Government" means "Lockheed Martin.")

**FAR 52.232-39 Unenforceability of Unauthorized Obligations** (JUN 2013)**FAR 52.245-9 Use and Charges** (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-8 Inspection of Research and Developmentâ Cost-Reimbursement** (MAY 2001) ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and (2) in paragraph (k) where the term is unchanged.)

**FAR 52.246-11 Higher-Level Contract Quality Requirement** (DEC 2014)

**FAR 52.249-4 Termination for Convenience of the Government (Services) (Short Form)** (APR 1984) ("Contracting Officer" and "Government" means "Lockheed Martin.")

**DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls** (OCT 2016)

**DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information** (OCT 2016) (Applicable to all solicitations and contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)

**DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements** (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)

**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 252.217-7028 Over and Above Work** (DEC 1991 ) ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program)** (APR 2018)

**DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions** (JAN 2011) (Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

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

**DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel** (JUN 2013)

**DFARS 252.237-7023 Continuation of Essential Contractor Services** (OCT 2010 ) ("Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

**DFARS 252.239-7001 Information Assurance Contractor Training and Certification** (OCT 2010)

**DFARS 252.243-7002 Requests for Equitable Adjustment** (DEC 2012 ) ("Government" means "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property** (APR 2012)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal** (DEC 2017) ("Contracting Officer" means Lockheed Martin.)

**DFARS 252.246-7001 Warranty of Data** (MAR 2014) ("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.")

#### **Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

**Part V REVISION HISTORY:** This section should detail what changed in each flowdown revision.

**Rev 1** dated Oct 27, 2020 incorporates FAR 52.204-25 Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020).

**Rev 2** dated Apr 29, 2021, incorporates DFARS 252.204-2020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

**Rev 3** dated Sept 07, 2021, incorporates DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)

**Rev 4** dated Nov 24, 2021, incorporates DFARS 252.223-7999

**Rev 5** dated Dec 14, 2021, removes DFARS 252.223-7999

**Rev 6** dated Jul 31, 2023, (1) incorporates FAR 52.204-2 Prohibition on a ByteDance Covered Application (JUN 2023) and (2) modifies the date of FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services from JAN 2019 to JUN 2023.