

## **APPENDIX PS (PRIME SUPPLEMENT)**

### **PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS**

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 Appendix PS 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.

#### **FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (JAN 2017)**

#### **FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

**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 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

**FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)** "Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government."

**FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1994)** (Applies if SELLER will perform Work subject to the Defense Base Act (42 U.S.C. 1651 et. seq.).)

#### **FAR 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE (APR 1984)**

**FAR 52.232-16 PROGRESS PAYMENTS (APR 2012)** (Applicable to the SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j) (5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I apply to the SELLER if the SELLER is a small business.)

**FAR 52.232-17 INTEREST (MAY 2014)** (Applies if this contract contains a Government clauses expressly refer to an Interest clause, unless the contract meets the criteria in exceptions (a)(1) through (7) of FAR 32.611. Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101. "Government" means "Lockheed Martin.")

**FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)** (Applicable to the SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

**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.) (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**FAR 52.246-15 CERTIFICATE OF CONFORMANCE (AUG 1984)** (Applies if Seller is shipping is direct to the Government.)

**DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)** (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days".) (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.204-7012 SAFEGUARDING UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (OCT 2016)**

**DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)**

**DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)**

**DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016)** (Applies where Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**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 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)**  
(Not applicable to the Seller when Lockheed Martin has expressly assumed responsibility for marking the property.)

**DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATIONS AGREEMENTS (DEC 2010)**  
(Applies to subcontracts that that exceed \$1,000,000. Clause does not apply if all of the Seller's employees performing work under the contract will be located outside of the United States. Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101. The certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors.)

**DFARS 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)**

**DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)** ("Government" means "Lockheed Martin and Government.")

**DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2016)**  
(Applies if Seller is furnishing any of the items covered by this clause.)

**DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)** (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted)

**DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)** (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS (APR 2003).** (Applies if Seller is a United Kingdom firm. "Contracting Officer" means " LOCKHEED MARTIN". (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)** ("Offeror" means "Seller." 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.)

**DFARS 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011)** Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

**DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS – WHOLE-CONTRACT BASIS (MAR 2014)**  
(Applicable to the SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" shall mean "Lockheed Martin")

**DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)** (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 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**  
(Applies if Seller personnel will access DoD information systems.)

**DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991)** (Applies if this contract requires securing telecommunications. Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012)** ("Government" means "LOCKHEED MARTIN". Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)** (Applies if Work delivered under this Contract is be subject to serialized tracking.)

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)** (Applies if Seller is in possession of Government Property.)

**DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)** (Applies if this contract requires delivery of Items directly to the Government.)

**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." Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PARTS AND AVOIDANCE SYSTEMS (AUG 2016)** (Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin and the Contracting Officer.")

**DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (OCT 2016)** (Applies to all subcontracts, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer).