



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

FMS Norway Long Term Sustainment (LTS) - FA8553-14-D-0001

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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.

1. Add the following clause(s):

FAR 52.229-6 Cost Contract -- No Fee (Apr 1984) ("Government" and "Contracting Officer" mean "Lockheed Martin.")

FAR 52.217-2 Cancellation Under Multiyear Contracts (Oct 1997) ("Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

FAR 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment -- Major Systems (Dec 2007) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

FAR 52.232-17 Interest (Oct 2010) ("Government" means "Lockheed Martin.")

FAR 52.243-2 Changes -- Cost-Reimbursement (Alternate I (Apr 1984)) ("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 Use and Charges (Apr 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-25 Limitation of Liability -- Services (Feb 1997) (In paragraph (a) the phrase "services delivered under this contract" means "services delivered under the prime contract.")

FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)

DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (Dec 2012)

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 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 2012) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7012 Preference for Certain Domestic Commodities (Feb 2013) (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)

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

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 (May 2013) ("Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7001 Warranty of Data (Dec 1991) ("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 252.227-7017 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.)

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

2. The following Special Contract Requirements (H clauses) are added:

H-003: RNoAF Property (2013)

For the purpose of this contract the term Government referenced in FAR 52.245-1 and DFARS 252.245-7002 and all referencing FAR subparts shall also include the Royal Norwegian Air Force (RNoAF) property.

3. Summary of Changes:

N/A