LOCKHEED MARTIN

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

C-5 Contract FA8525-15-C-0002, ACARS 2.0

For use with the 2015 version of Lockheed Martin CorpDocs

18 September 2015

ORIGINAL

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

1. Add the following clause(s):

FAR 52.245-9 USE AND CHARGES (APR 2012)

Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101)

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 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995) ((Does not apply for Commercial Items as defined in FAR 2.101)

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



DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("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 (APR 2012)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013) ("Contracting Officer" means Lockheed Martin.)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)

(Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin.")

FAR 52.232-39 UNENFORCEABILITY PF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(Applicable to subcontracts where software or services will be retransferred to the Government)

FAR 52.232-17 INTEREST (MAY 2014)

("Government" means "Lockheed Martin.."Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (JUN 2015)

(Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause. Does not apply for Commercial Items as defined in FAR 2.101)