

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-16 Singapore Upgrade Program FA8615-16-C-6048
Generated using Lockheed Martin CorpDocs 2015 Version

22 December 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:

There are no required deletions.

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 52.246-2 Alt I Inspection of Supplies Fixed - Price (JUL 1985)

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 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Does not apply for Commercial Items as defined in FAR 2.101).

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 52.222-56 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 52.222-99 ESTABLISHING MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (JUN 2014) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.225-3 BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (MAY 2014)

FAR 52.232-16 PROGRESS PAYMENTS (APRIL 2012) ("Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government." Does not apply for Commercial Items as defined in FAR 2.101).

FAR 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (Does not apply for Commercial Items as defined in FAR 2.101).

DFARS 252-208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applies if this contract involves precious metals.)

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 252.225-7027 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 252.243-7002 REQUEST 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, REUTILIZING, AND DISPOSAL (MAR 2015)

DFARS 252.246-7001 WARRANT 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 for Commercial Items as defined in FAR 2.101).

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS 1 OZONE DEPLETING SUBSTANCES (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101).

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (Does not apply for Commercial Items as defined in FAR 2.101; 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.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

There are no H Clauses being flowed down at this time.