

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8615-17-C-6045
Korea Upgrade Program
Generated using Lockheed Martin CorpDocs 2016 Version
December 8, 2016

THE TERMS SET FORTH HEREIN ARE BASED ON THE FA8615-17-C-6045 PRIME CONTRACT SOLICITATION. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH ANY CHANGES RESULTING FROM THE FA8615-17-C-6045 PRIME CONTRACT DEFINITIZATION

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:

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS

FAR 52.243-6 CHANGE ORDER ACCOUNTING

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE

**FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)**

DFARS 252.225-7021 TRADE AGREEMENTS

PART II. RESERVED

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 WHISLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY
AND REINVESTMENT ACT OF 2009 (JUNE 2010)**

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

**FAR 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION)
(JUNE 2014)** ("Contracting Officer" means "Lockheed Martin.")

**FAR 52.225-03 Taxes – BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE
ACT (MAY 2014)**

**FAR 52.228-03 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 52.249-03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012)**
("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Does not apply to Commercial Items as defined in FAR 2.101).

**DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV
2014) ALTERNATE I (NOV 2014)**

**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 to Commercial Items as defined in FAR 2.101).

**DFARS 252.225-7040 (OCT 2015) CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED
FORCES DEPLOYED OUTSIDE THE UNITED STATES** (Applies if Seller will deploy persons or

otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

DFARS 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMEBERS IN PERFORMANCE OF THE CONTRACT (JUN 2013) (The blank in paragraph (b) is completed as follows __TBD.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (TAILORED) (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. Paragraph (a)(6) is replaced in its entirety with the following: "(a)(6) "In the open" means located wholly outside of buildings on the Contractor's premises or other places described in the Schedule as being "in the open" and at any location on Contractor's premises except Building 4 and Building 8 and movement from Building 4 to Building 8. Government furnished aircraft shall be considered to be located "in the open" at all times while in the Contractor's possession, care, custody, or control including, but not limited to, the location where kit proofing will occur." Does not apply to Commercial Items as defined in FAR 2.101).

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM – BASIC (NOV 2014) (Applicable to subcontracts in excess of \$50,000,000. Does not apply to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

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

DFARS 252.246-7001 WARRANTY OF DATA – BASIC (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 to Commercial Items as defined in FAR 2.101. Applicable if data will be acquired from the subcontractor.)

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