

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

**Taiwan & Morocco F-16 Aircraft Production Program
Contract FA8615-20-D-6052**

Generated using Lockheed Martin CorpDocs 2020 Version

**September 16, 2020 – Original
October 20, 2020 – Revision 1**

The Terms and Conditions listed below are incorporated by reference, which has the same force and affect as if in full text and are made a part of this Contract. Unless otherwise limited in this Contract, each clause 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 clause(s) to be self-deleting and shall not impose any obligations upon the SELLER.

Section I: DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

NONE

Section II: MODIFICATIONS: The dates or versions of the following FAR, DFARS and/or other agency clauses are modified as follows to align with the Prime Contract and are incorporated into the Contract:

Replace FAR 52.204-25, "PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT" (DEC 2019), with FAR 52.204-25, "PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT" (AUG 2019). "Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.

Replace FAR 52.215-12, "SUBCONTRACTOR CERTIFIED COST OR PRICING DATA" (OCT 2010), with FAR 52.215-12, "SUBCONTRACTOR CERTIFIED COST OR PRICING DATA" (JUN 2020). Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.

Replace FAR 52.215-13, "SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATION" (OCT 2010), with FAR 52.215-13, "SUBCONTRACTOR CERTIFIED COST

OR PRICING DATA - MODIFICATION” (DEVIATION 2018-O0015) (MAY 2018). Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.

Replace **FAR 52.219-9, “SMALL BUSINESS SUBCONTRACTING PLAN” (AUG 2018),** with **FAR 52.219-9, “SMALL BUSINESS SUBCONTRACTING PLAN” (DEVIATION 2018-O0018) (APR 2018).** Applies if this contract exceeds \$700,000. Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.

Replace **FAR 52.230-2, “COST ACCOUNTING STANDARDS” (OCT 2015),** with **FAR 52.230-2, “COST ACCOUNTING STANDARDS” (DEVIATION 2018-O0015) (MAY 2018).** Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller."

Replace **DFARS 252.225-7001, “BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM” (SEP 2017),** with **DFARS 252.225-7001, “BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM” (DEC 2017).**

Replace **DFARS 252.225-7013, “DUTY-FREE ENTRY” (MAY 2016),** with **DFARS 252.225-7013, “DUTY-FREE ENTRY” (APR 2020).** In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.

Replace **DFARS 252.225-7052, “RESTRICTION OF THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN” (DEC 2019),** with **DFARS 252.225-7052, “RESTRICTION OF THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN” (DEVIATION 2020-O0006) (FEB 2020).**

Section 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:

FEDERAL ACQUISITION REGULATION (FAR)

FAR 52.203-15, “WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” (JUN 2010). (Applies to all subcontracts funded in whole or in part with Recovery Act funds.)

FAR 52.203-16, “PREVENTING PERSONAL CONFLICTS OF INTEREST” (DoD CLASS DEVIATION 2018-O0018) (AUG 2018). (Applies to subcontracts that exceed \$250,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.216-16, “INCENTIVE PRICE REVISION -- FIRM TARGET” (OCT 1997). ("Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.222-56, “CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN” (MAR 2015). (Applies to all solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d), "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.225-3, “BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT” (MAY 2014). (Applies to all solicitations for supplies, including commercial items.)

FAR 52.227-21, “TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS” (MAY 2014). ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

FAR 52.229-8, “TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS” (MAR 1990). (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin.")

FAR 52.232-16, “PROGRESS PAYMENTS” (MAR 2020). ("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." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-17, “INTEREST” (MAY 2014). ("Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39, “UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS” (JUN 2013). (Applies to subcontracts where software or services will be retransferred to the Government.)

FAR 52.245-9, “USE AND CHARGES” (APR 2012). (Applies to subcontract involving the use of government property. Communications with the Government under this Clause will be made through Lockheed Martin.)

FAR 52.246-2 ALT 1, “ALTERNATE I - INSPECTION OF SUPPLIES FIXED-PRICE” (JUL 1985). (Applicable to fixed price incentive subcontracts. "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

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 252.217-7028, "OVER AND ABOVE WORK" (DEC 1991). ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.)

DFARS 252.219-7004, "SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)" (MAY 2019). (Applies to all contracts for participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans. Not applicable to Commercial Items as defined in FAR 2.101.)

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

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 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." In paragraph (a)(6) the definition of "in the open" is modified to include hush houses, test hangers, paint and coating facilities, storage facilities, and maintenance facilities. 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. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this Contract includes language stating the Government has agreed to assume such risk of loss. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002A, "EARNED VALUE MANAGEMENT SYSTEM" (DEVIATION 2015-00017) (SEP 2015). ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004, "COST AND SOFTWARE DATA REPORTING SYSTEM" (NOV 2014). (Applies to contracts in excess of \$50,000,000. In paragraph (b), "Government" means "Lockheed Martin". Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010, "PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL" (JUN 2013). (Applies if this Contract requires subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.243-7002, "REQUESTS FOR EQUITABLE ADJUSTMENT" (DEC 2012). (Applies if this Contract is over \$150,000. "Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7004, “REPORTING, REUTILIZATION, AND DISPOSAL” (DEC 2017). (Applies if government property will be located at supplier’s facilities. "Contracting Officer" means "Lockheed Martin".)

DFARS 252.246-7001, “WARRANTY OF DATA” (MAR 2014). (Applies if Seller is required to provide data. "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.)

DFARS 252.246-7001 ALT 1, “ALTERNATE 1 - WARRANTY OF DATA” (MAR 2014). (Applicable to fixed-price-incentive solicitations and contracts; not applicable to Commercial Items as defined in FAR 2.101. "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.”)

AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFFARS)

AFFARS 5352.223-9000, “ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)” (OCT 2019). (Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9001, “HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS” (OCT 2019). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9000, “CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS” (OCT 2019). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

Revision 1, dated October 20, 2020. The following clauses have been modified or added:

DFARS 252.228-7001 Ground And Flight Risk (JUN 2010) was modified in paragraph (a)(6) to better define “in the open”.