



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

Contract N68335-16-C-0125, Greece Re-vitalization (FMS)

For use with the 2016 version Lockheed Martin CorpDocs

11 APRIL 2016

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):

DFAR 252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (DEC 2015).

DFAR 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEC 2015). (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFAR 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015). (Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent).

DFAR 252.239-7010 Cloud Computing Services (AUG 2015). (Applies if this Contract involves use of cloud services.)

DFAR 252.217-7028 Over and Above Work (DEC 1991). All terms referring to the Government including but not limited to "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. This clause does NOT apply if the RFP/PO does not include a requirement for Over and Above work. Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

DFAR 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.

DFAR 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005). (Applicable to any subcontract that requires the delivery of hand or measuring tools)

DFAR 252.227-7017 Identification and Assertion of Use, Release, or Disclosure (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. Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

DFAR 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.

DFAR 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003). (Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

DFAR 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: "All 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. This clause applies only if the RFP/PO requires a Government Furnished Aircraft (as defined in the clause) to be furnished to the Seller's facilities or if the RFP/PO requires performance of work on or near a Government Furnished aircraft at any LM facility. Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

DFAR 252.243-7002 Requests for Equitable Adjustment (DEC 2012). (The term "Government" shall mean "Lockheed Martin". Does NOT apply to any RFP/POs with a cumulative value less than or equal to \$150K. Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

DFAR 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012). (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking).

DFAR 252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015). ("Contracting Officer" means Lockheed Martin.)

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). (Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

FAR 52.232-32 Performance-Based Payments (APR 2012). ("Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted. Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

FAR 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002). (Applies only if the PO is an Undefinitized or Unpriced PO. Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

FAR 52.222-11 Subcontracts (Labor Standards) (MAY 2014). (Applies only if the PO requires the construction, alteration or repair within the United States. The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph.")

FAR 52.222-12 Contract Termination-Debarment (MAY 2014).

FAR 52.222-14 Disputes Concerning Labor Standards (FEB 1988).

FAR 52.232-16 Progress Payments (APR 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 to procurements for Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).

FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (APR 1984). ("Contracting Officer" and "Government" mean "Lockheed Martin." Does not apply to procurements for Commercial Items as defined in FAR 2.101.)

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

None

3. Summary of Changes:

Final Version