

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

P-3 USN OWA Kits
CONTRACT NUMBER N00019-11-C-0037

Generated Using Lockheed Martin CorpDocs 2011 Version

25 March 2011

The following are the provisional supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., CorpDoc 3, CorpDoc 3a, CorpDoc 4, etc.), into subcontracts issued under the **P-3 USN OWA Kits** Prime Contract N00019-11-C-0037 (the Prime Contract). These supplemental terms and conditions are provisional and subject to revision as prime contract terms, conditions, and requirements develop.

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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

1. The following FAR and DFARS clauses are added:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010) (Subparagraph (c)(1) does not apply. If Seller meets the thresholds specified in paragraphs (c)(2) and (d) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) website. All information posted will be available to the general public.)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days.")

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)
(Applies if Seller is furnishing any of the items covered by this clause.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (NOV 1995)
(Applicable if this Contract is for noncommercial items and requires the delivery of Seller's technical data to the Government.)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) (Applicable if noncommercial computer software or computer software documentation is to be obtained from Seller for delivery to the Government.)

DFARS 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (NOV 1995) (Applicable if this Contract is for commercial items.) DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) ("Government" means "Lockheed Martin.")

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Applies if this Contract requires delivery of Items directly to the Government)

DFARS 252.246-7001 WARRANTY OF DATA (DEC 1991) – ALT II (DEC 1991) ("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.")

2. The following NAVAIR clauses are added:

NAVAIR 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 207) (Communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days.)

NAVAIR 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (JUN 209) (Applicable if this Contract requires access to Government IT Systems)

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (Applies if Seller will make shipments under this Contract directly to the Government.)

NAVAIR 5252.247-9509 PROHIBITED PACKING MATERIALS (JUN 1998) (Applies if Seller will make shipments under this Contract directly to the Government)

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