

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

U-2 (FY14 – FY18) Support and Services FA8528-14-D-0015

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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. Add the following clause(s):

FAR 52.203-16 – Preventing Personal Conflicts of Interest (DEC 2011) –Applies in subcontracts that exceed \$150,000; 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).

FAR 52.215-21 – Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications(OCT 2010) – (Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b)).

FAR 52.224-1 – Privacy Act Notification (APR 1984) (Applicable to all subcontracts in which the subcontractor will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function).

FAR 52.224-2 – Privacy Act (APR 1984) Applies if this subcontract is for the design, development, or operation of such a system of records.

FAR 52.228-3 - Workers' Compensation Insurance (Defense Base Act) (APR 1984) Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C.1651 et seq.

FAR 52.228-4 – Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) (Applicable to all subcontracts in which the Defense Base Act would apply but for the waiver).

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”. The blank is completed with the name of the foreign Government.

FAR 52.232-16 – Progress Payments (APR 2003) “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.”

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).

FAR 52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013) Applicable to subcontracts where software or services will be retransferred to the Government.

FAR 52.243-2– Changes –Cost-Reimbursement (APR 1984) "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.

FAR 52.245-2– Government Property Installation Operation Services (APR 2012) Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

FAR 52.245-9 - Use and Charges (APR 2012) (Applicable to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin).

FAR 52.246-6 ALT 1 – Inspection- Time-and-Material and Labor-Hour (APR 1984) ("Government" means "Lockheed Martin and the Government " in paragraphs (b), (c) and (d). "Government" means "Lockheed Martin" in paragraphs (e), (f), (g) and (h)).

FAR 52.249-2 – Termination for Convenience of the of the Government (Fixed Price) (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).

FAR 52.249-6 ALT IV– Alternate IV – Termination (Cost Reimbursement) (SEP 1996) ("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Prime Contract’s Contracting Officer).

FAR 52.211-5 – Material Requirements (OCT 1997) ("Contracting Officer" means "Lockheed Martin.")

DFAR 252.204-7000 – Disclosure of Information (AUG 2013) In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."

DFAR 252.217-7028 – Over and Above Work (DEC 1991) “Administrative Contracting Officer”, “Contracting Officer”, and “Government” mean Lockheed Martin. Paragraph (f) is deleted.

DFAR 252.219-7004 – Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 2011)

DFAR 252.223-7006 – Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012) ("Government" means "Lockheed Martin and Government.")

DFAR 252.227-7015– Prohibition on Storage and Disposal of Toxic and Hazardous Materials (JUN 2013) (Applicable to subcontracts in which any portion of a commercial item was developed in any part at Government expense).

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: “Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this subcontract 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.

DFAR 252.237-7010– Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) Applicable to all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties

DFAR 252.237-7023– Continuation of Essential Contractor Services (OCT 2010) ("Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin).

DFAR 252.243-7002 – Requests For Equitable Adjustment (DEC 2012) “Government” means “Lockheed Martin”.

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 252.246-7000 – Material Inspection and Receiving Report (MAR 2008) (Applicable to all subcontracts that authorize direct shipments by the subcontractor to the Government).

DFAR 252.246-7001 – Warranty of Data (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.").