

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER

Oman II F-16 Aircraft Program
Contract FA8615-12-C-6011

Generated using Lockheed Martin CorpDocs 2012 Version

January 05, 2012

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.

For all subcontracts issued under the subject Prime Contract, the following terms and conditions, applicable as noted, are incorporated by reference in addition to those other terms and conditions (the CorpDoc Series, etc.) to be used for subcontracts issued under such Prime Contract. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean LOCKHEED MARTIN, "Contractor" means SELLER, and "Subcontractor" means SELLER's Subcontractors.

The following FAR, DFARS and AFFARS clauses are added:

FAR 52.203-7, "ANTI-KICKBACK PROCEDURES" (OCT 2010). Applicable to subcontracts in excess of \$150,000. Paragraph (c)(1) does not apply.

FAR 52.223-18, "CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING" (AUG 2011). Applies if this subcontract exceeds \$3,000.

FAR 52.227-21, "TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS" (DEC 2007). "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).

FAR 52.228-3, "WORK

with DFARS 252.211-7003, "ITEM IDENTIFICATION AND VALUATION" (JUN 2011)

Replace DFARS 252.225-7001, "BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM" (JUN 2005), with DFARS 252.225-7001, "BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM" (JAN 2009)

Replace DFARS 252.225-7009, "RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS" (JUL 2009), with DFARS 252.225-7009, "RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS" (JAN 2011)

Replace DFARS 252.225-7021, "TRADE AGREEMENTS" (JUL 2009), with DFARS 252.225-7021, "TRADE AGREEMENTS" (JUN 2011)

Replace DFARS 252.227-7016, "RIGHTS IN BID OR PROPOSAL INFORMATION" (JUN 1995), with DFARS 252.227-7016, "RIGHTS IN BID OR PROPOSAL INFORMATION" (JAN 2011)

Replace DFARS 252.227-7014, "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (JUN 1995), with DFARS 252.227-7014, "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (MAR 2011)

Replace DFARS 252.227-7025, "LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS" (JUN 1995), with DFARS 252.227-7025, "LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS" (MAR 2011)

Replace DFARS 252.249-7002, "NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION" (DEC 2006), with DFARS 252.249-7002, "NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION" (OCT 2010)

Special Clause:

SYK-FAC-002 USE OF OTHER GOVERNMENT PROPERTY (OCT 2003)

a. In the performance of the requirements under this Contract, the Contractor may use and may authorize its subcontractors to use, in whole or in part, any of the following information:

1. Information that is in the public domain.

acquired or furnished.

b. Subject to the provisions of Paragraph (a) above, any of the aforementioned items of Special Tooling and/or Special Test Equipment presently in the possession of the Contractor and/or subcontractors may be modified as necessary for the performance of this Contract as approved by the ACO.