# LOCKHEED MARTIN AERONAUTICS COMPANY

# PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

# ADDITIONAL TERMS AND CONDITIONS

## FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

## NAVSUP Repair Contract

#### N00383-19-P-027D

## Generated using Lockheed Martin CorpDocs 2019 Version

#### 30 August 2019

#### Original

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

PART I. DELETIONS: The following clauses are claFAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE (

## FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

**<u>PART III. ADDITIONS</u>**: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

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

subcontractor software/service is required to be transferred to the government, ensure the license, terms of service or other instrument includes appropriate transfer rights and does not include reverse indemnities or other provisions that would be prohibited by this clause.

FAR 52.245-9 Use and Charges (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin)

**DFARS 252.211-7006 Passive Radio Frequency Identification (MAR 2018)** (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**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 (D.t1.9(t-4(G)-5.3(ov)11.7(er)-2.8(n)11.9(m)-5.5(e)2(n)1.1(t)6(