

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

PRIME CONTRACT FA8615-08-C-6050
 F-16 MOROCCO UCA

Supplement to Appendix A – to both n t-14his ds10ocument-14 andhe version (s)1r dste of a clause set orth Tn he ds12.9(en)1.9(t)8.3()-12.6(f)8.9()-12.6(ed)2()C dssent shll take preceds12.9(en)2.1(ce.)2()JTJ 0 Tc 0 Tw ()Tj 13446010m and the parties shall consider such clauses to be self-deleting and shall not impose any of 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 27th 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 Buyer, "Contractor" means Seller, "Contract" means Purchase Order, and "Subcontractor" means Seller's Subcontractors.

Delete the following clauses:

1. FAR 52.222-38, "COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS"
2. FAR 52.237-8, "RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS"
3. FAR 52.245-2, "GOVERNMENT PROPERTY"
4. FAR 52.245-17, "SPECIAL TOOLING"
5. FAR 52.245-18, "SPECIAL TEST EQUIPMENT"
6. DFARS 252.209-7000, "ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY"
7. DFARS 252.225-7003, "REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES"

8. DFARS 252.225-7015, "PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS"
9. DFARS 252.225-7030, "RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE"
10. DFARS 252.225-7033, "WAIVER OF UK LEVIES."

Add or modify the following FAR clauses as directed below:

1. In Appendix A – 27th Series, paragraph 1, "Definitions,"

(g) where the term includes "Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of Seller's property control system."

Add or modify the following DFARS and AFMC clauses:

1. DFARS 252.211-7003, "ITEM IDENTIFICATION AND VALUATION" (JUN 2005). Applicable if this Contract requires the Items to contain unique item identification. Paragraph (c)(1)(iii) – "TBD". In (c)(3)(i), (c)(4)(i), (d), (e), and (f) "Contractor" shall mean "Subcontractor"; all reports required to be submitted under this clause shall be submitted to Lockheed Martin at a location to be identified; delete paragraph (g) and insert the following in lieu thereof: (g) Lower-Tier Subcontracts. Seller shall include this clause, including this paragraph (g), in all lower tier subcontracts issued under this Subcontract for the acquisition of components identified herein as requiring UID.
2. DFARS 252.225-7004, "REPORTING OF INTENDED CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES – SUBMISSION AFTER AWARD" (MAY 2007). Applies if this PO exceeds \$550,000.
3. DFARS 252.225-7006***, "QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES" (MAY 2007). Applies if this PO exceeds \$550,000. Paragraph (f) is deleted.
4. DFARS 252-225-7021, "TRADE AGREEMENTS" (OCT 2006).
5. DFARS 252.225-7043, "ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES" (MARCH 2006). Paragraph (d): information and guidance per

252.227-7025, "LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS" (JUN 1995);

252.227-7027, "DEFERRED ORDERING OF TECHNICAL DATA AND COMPUTER SOFTWARE" (APR 1988);

252.227-7030, "TECHNICAL DATA – WITHHOLDING OF PAYMENT" (MAR 2000); and

252.227-7037***, "VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA" (SEP 1999).

DFARS 252.243-7002, "REQUESTS FOR EQUITABLE ADJUSTMENT" (MAR 1998) Applies to POs over \$100,000. COMMERCIAL COMPONENTS (DOD COONTRACTS)(JAN 2007)

AFMC 5352.227-9000, "EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC)" (JUL 1997):

"CO" means "Buyer"

(a) For purposes of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontracts, and suppliers) owned and controlled by a foreign person.

(b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, setj -0.ru8((ic)th s)1i(s)1 th s a fl restrS2>

