

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

PRIME CONTRACT FA8615-10-C-6051

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"five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.

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 52.243-3, "CHANGES –TIME-AND-MATERIALS OR LABOR-HOURS" (SEP 2000).

FAR 52.245-9, "USE AND CHARGES" (JUN 2007). Applies if Government property is provided. Communications with the Government under this clause will be made through LOCKHEED MARTIN.

Add or modify the following DFARS and AFMC clauses:

1. 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.
2. DFARS 252.225-7007, "PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES" (SEP 2006). Applies if this Contract is for an Item on the U.S. Munitions List.
3. DFARS 252.225-7012, "PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES" (MAR 2008). Applies if SELLER is furnishing any of the Items covered by this clause.
4. DFARS 252.225-7013, "DUTY-FREE ENTRY" (OCT 2006). In paragraph (c), "Government" and "Contracting Officer" means " LOCKHEED MARTIN." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact LOCKHEED MARTIN's procurement representative.
5. DFARS 252.225-7027, "RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES" (APR 2003). The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.
6. DFARS 252.225-7043, "ANTITERRORISM/FORCE PROTECTION POLICY FOR

DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES” (MAR 2006).
Applies if this Contract involves travel or performance outside the U.S.

7. DFARS 252.243-7002, “REQUESTS FOR EQUITABLE ADJUSTMENT” (MAR 1998). “Government” means “LOCKHEED MARTIN.”
8. DFARS 252.244-7000, “SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (AUG 2009).
9. DFARS 252.246-7000, “MATERIAL INSPECTION AND RECEIVING REPORT” (MAR 2008). Applies if this Contract requires delivery of Items directly to LOCKHEED MARTIN’s customer.
10. AFFARS 5352.223-9000, “ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)” (APR 2003).
11. AFMC 5352.227-9000, “EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC)” (JUL 1997):

“CO” means “LOCKHEED MARTIN”

(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, set forth in this clause.

(c) Nothing in this clause waives any requirement imposed by any other U.S.

Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic and Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (See 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this Contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to

technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

12. AFFARS 5352.227-9002, "VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC)" (JUL 1997).

Special Clause:

1. 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, on a no-charge basis, the Government-owned Special Tooling such as jigs, dies, fixtures, special gauges, other manufacturing aids and Special Test Equipment, heretofore acquired or manufactured or authorized for acquisition or manufacture by the Contractor and/or its subcontractors or heretofore furnished to the Contractor and/or its subcontractors as Government Furnished Property and presently in its or their possession which shall have been determined by the appropriate Administrative Contracting Officer (ACO) to be available for the performance of the work called for by this Contract in accordance with FAR 52.245-1 "Government Property", as appropriate. It is however, hereby provided that use of the foregoing shall not interfere with the proper performance of work under the Contract(s) for which they were originally produced, 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