

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

<u>ACURL PRIME CONTRACT NUMBER N00019-14-R-0012 & N00019-15-C-0105</u>

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REV 1: 4 JUNE 2015

REV 2:



FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.227-3 Patent Indemnity (**Alt II**) (**APR 1984**) – (Alternate II is added to the basic clause which is also incorporated into the contract. This patent indemnification shall apply to Commercial Items (as defined in FAR 2.101) included within the end item deliverable.)

FAR 52.232-16 Progress Payments (APR 2012) - (Applies to suppliers paid by means of progress payments. "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 52.246-2 Inspection of Supplies – Fixed Price (Alt I) (JUL 1985)(Alternate I of this clause only applies to fixed price incentive subcontracts. The basic clause is incorporated into the contract. "Government" means "LOCKHEED MARTIN and the Government" except in paragraphs (f), (j), and (l) where it means "LOCKHEED MARTIN." "Contracting Officer" means "LOCKHEED MARTIN.")

FAR 52.242-15 Stop-Work Order (Alt I) (AUG 1989) (Alternate I applies only to cost reimbursement subcontracts. The basic clause is incorporated into the contract. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.215-23 Limitations on Pass-Through Charges (Alt I) (OCT 2009)(Applies if this is a cost-reimbursement, non-commercial item subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.243-1 Changes – Fixed Price (Alt II) (APR 1984) ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted. The basic clause is incorporated into the contract. If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute paragraph (a) of Alt. II for paragraph (a) of the basic clause.)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Alt 1) (OCT 2010) – (The basic clause is incorporated into the contract. "Contracting Officer" means "LOCKHEED MARTIN." Alternate I applies if LOCKHEED MARTIN's customer specifies a format for cost or pricing data other than the format required by Table 15-2 of 15.804r6(10) re5(or)-3(11(sha)7(Tf1 0 (1)-4(1)1(app)3(1))-3(ac)8(t)-4(i)6(ng O)5(f)7(f)-3(i)-4(c)9(er)5(")-4(1)1(m)-4(ea)

DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012) – (Appl 0 0 1912 0 612 7f1 0 0 1 28gn" I

LOCKHEED MARTIN

Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.)

DFARS 252.227-7015 Technical Data-Commercial Items (JUN 18dc