

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
LRIP 11 PRODUCTION CONTRACT – CONTRACT NUMBER N00019-16-C-0033

GENERATED USING LOCKHEED MARTIN CORPDOCS 2015 VERSION

REV 1: 22 JAN 2016

ORIGINAL: 04 JUNE 2015

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.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract.

FAR 52.222-41 Service Contract Act of 1965 (NOV 2007)

FAR 52.243-6 Change Order Accounting (APR 1984)

FAR 52.225-5 Trade Ag225

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

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005) (The clause is only applicable where a management or manufacturing process has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard).

DFARS 252.211-7006 Passive Radio Frequency Identification (SEP 2011) (Applies to Seller-1006-10452-21)

FAR 52.229-8 Taxes – Foreign Cost Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with <td>. Not applicable to 'Commercial Items' as defined in FAR Part 2.101.)

FAR 52.232-16 Progress Payments (APR 2012) (Applies if Seller is receiving 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 52.232-17 Interest (MAY 2014) ("Government" means "Lockheed Martin.")

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.237-8 Restriction on Severance Payments to Foreign Nationals (AUG 2003)

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

FAR 52.246-2 ALT I – Inspection of Supplies Fixed-Price (JUL 1985) ("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 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies if Seller will make direct shipment to the Government.)

FAR 52.247-64 ALT I - Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

FAR 52.247-68 Report of Shipment (REPSHIP) (FEB 2006)

NAVAIR 5252.204-9501 National Stock Numbers (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin.")

NAVAIR 5252.204-9504 Disclosure of Contract Information (NAVAIR) (JAN 2007)

(Communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days.)

NAVAIR 5252.204-9505 System Authorization Access Request Navy (SAAR-N) Requirements for Information Technology (IT) (NAVAIR) (SEP 2012)

NAVAIR 5252.211-9510 Contractor Employees (NAVAIR) (MAY 2011)

NAVAIR 5252.227-9501 Invention Disclosures and Reports (NAVAIR) (MAY 1998)

NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data (NAVAIR) (OCT 2005)

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009) (The term "prime contractor" means "Seller.")

NAVAIR 5252.247-9507 Packaging and Marking of Reports (NAVAIR) (OCT 2005)

NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this contract directly to the Government.)

NAVAIR 5252.247-9509 Preservation, Packaging, Packing, and Marking (NAVAIR) (JUL 1998) (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

NAVAIR 5252.247-9510 Preservation, Packaging, Packing, and Marking for Foreign Military Sales (FMS) Requirements (NAVAIR) (OCT 2005) (Applies if Seller will make shipments under this contract directly to the Government.)

PART IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

Revision 1, dated 18 January 2016 . The following clauses have been modified or added:

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

DFARS 252.246-7001 Warranty of data (MAR 2015)

FAR 222-50 (MAR 2015) Combatting Trafficking in Persons

