



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
Block Buy Lots 12-14 Production Contract N00019-17-C-0001
Generated using the 2017 Version of the Lockheed Martin CorpDocs

Original: June 22, 2017
Rev 1: April 6, 2018
Rev 2: June 24, 2019
Rev 3: October 30, 2020

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government.")

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (Applies if SELLER will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

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 information specified elsewhere in the Contract. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 INTEREST (MAY 2014) ("Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to subcontracts where software or services will be retransferred to the Government.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Applies to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.246-2 ALT I – ALTERNATE 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." Not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURSEMENT (MAY 2001)
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(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING, AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005) (Applies if SELLER will make shipments under this Contract directly to the Government.)

(a) Unless specified elsewhere in the Contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging

Rights in Technical Data–Noncommercial Items (FEB 2014), or “computer software” and “computer software documentation” under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the Parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-23 – PRODUCTION NON-RECURRING (PNR) SPECIAL TOOLING, SPECIAL TEST EQUIPMENT, AND BAE SYSTEMS (OPERATIONS) LIMITED ADVANCED CAPITAL EQUIPMENT (APPLICABLE TO ITEMS 0001, 0012, 0014, 0015, 0016, 0096, AND 0098)

In the event the Parties discover that the special tooling and special test equipment set forth in this Contract includes a PNR item that may not be charged as a direct cost to this Contract because it is not special tooling or special test equipment as those terms are defined in FAR 2.101 or, with respect to BAE Systems (Operations) Limited advanced capital equipment, the Parties discover that a PNR item may not be charged as a direct cost to this Contract because direct charging is not permitted as specified above, such item shall be removed from the contracted ST/STE list and the estimated cost and fixed fee of the impacted CLIN shall be adjusted to reflect such removal.

H-29 – FINANCING PAYMENTS TO SUBCONTRACTORS

FAR 52.232-16 PROGRESS PAYMENTS (APR 2012) (Applicable to the SELLER only if LOCKHEED MARTIN concurs with SELLER’s request to be paid by means of progress payments, if applicable, in non-commercial contracts. "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." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applicable to the SELLER only if under the Contract LOCKHEED MARTIN will be making financing payments to the SELLER in the form of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS – WHOLE-CONTRACT BASIS (MAR 2014) (Applicable to the SELLER only if under the Contract LOCKHEED MARTIN will be making financing payments to the SELLER in the form of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract.)

Revision 2, dated June 24, 2019. The following clauses have been modified or added:

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015) (MAY 2018) was added.

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS (DEVIATION 2018-O0015) (MAY 2018) was added.

