#### **LOCKHEED MARTIN AERONAUTICS COMPANY**

# PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

### **ADDITIONAL TERMS AND CONDITIONS**

### FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

## SINGAPORE SYSTEM DEVELOPMENT AND DEMONSTRATION CONTRACT (SSDD)

### PRIME CONTRACT NUMBER N00019-22-C-0015

**Generated using Lockheed Martin CorpDocs 2021 Version** 

**ORIGINAL: MARCH 1, 2022** 

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 precedence1 533.35 Tm0 g0 G[n

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2021-N0002) (SEP 2021) (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.244-7000 Subcontracts for Commercial Items (JAN 2021)

**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:

FAR 52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair (MAY 2014) Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, 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 52.227-1 ALT I Authorization and Consent-Alternate I (APR 1984)

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 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin."

FAR 52.232-17 Interest (MAY 2014) ("Government" means "Lockheed Martin.")

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be retransferred to the Government.)

**FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)** (Applies if this Contract is for information technology which requires security of information technology, and/or are for the design, development, or operation or a system of records using commercial information technology services or support services.

FAR 52.245-9 **b/set**g-2(e)

**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.

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015) (MAY 2020)

DFARS 252.225-7976 Contractor Personnel Performing in Japan. (DEVIATION 2018-00019) (AUG 2018) (Applies if Seller will perform work in Japan.)

**DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)** ("Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

**DFARS 252.227-7021 Rights in Data-Existing Works (MAR 1979)** (Applies if this Contract requires the delivery of "existing works" as defined in the clause. "Government" means "Lockheed Martin and the Government.")

DFARS 252.227-7038 ALT I Patent Rights-Ownership by the Contractor (Large Business) Alternate I (DEC 2007) (Applies if this Contract involves, experimental, developmental, or research work.)

DFARS 252.234-7002 Earned Value Management System. (DEVIATION 2015-00017) (SEP 2015) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.

DFARS 252.234-7004 ALT I Cost and Software Data Reporting System-Alternate I (NOV 2014) (In paragraph (b), "Government" means "Lockheed Martin.")

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if Seller personnel are required to interact with detainees during the performance of this Contract.)

**DFARS 252.239-7000 Protection Against Compromising Emanations (OCT 2019)** (Applies if Seller shall perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

**DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)** (Applies if Seller personnel shall access DoD information systems during the performance of this Contract.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this Contract requires securing telelcommunications.)

**DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012)** (Applies if this Contract exceeds \$150,000. "Government" means "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Applies if items furnished by SELLER will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017)** (Applies if Government property will be located at Seller's facility for the performance of this Contract. "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.246-7001 Warranty of Data (MAR 2014)** (Applies if data will be acquired from Seller. "Government" means "Lockheed Martin or the Government." "

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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.)

- (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.
- (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:
- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From the contractor's address shipped from.
- (10) Ship to the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date