

## **APPENDIX PS (PRIME SUPPLEMENT)**

## PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS

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 Appendix PS 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 SELER.

## FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (JAN 2017)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless Seller is furnishing commercially available off-the-shelf items.)

**FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)** (Applicable to the SELLER only if LOCKHED MARTIN concurs with SELLER's request to be paid by means 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 dause is deleted.)

## FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this dause will be made through LOCKHEED MARTIN.) (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

FAR 52.246-15 CERTIFICATE OF CONFORMANCE (AUG 1984) (Applies if Seller is shipping is direct to the Government.)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2016) (Applies if Seller is furnishing any of the items covered by this dause.)

**DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)** (The reference to the dause 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) (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

**DFARS 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS (APR 2003).** (Applies if Seller is a United Kingdom firm. "Contracting Officer" means "LOCKHEED MARTIN". (Does not apply if contract is