

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER ALC/17/478

UAE DMS Resolution Program

Generated using Lockheed Martin CorpDocs 2018 Version

14 FEB 2018

ORIGINAL

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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

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

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

Add the following to ARTICLE 9. DEFINITIONS

<p>“Accept” or “Accepted” or “Acceptance”</p>	<p>Shall mean the act by which LOCKHEED MARTIN certifies that SELLER has accomplished certain requirements of this Contract with respect to Aircraft, Aircraft capabilities, or any other Products or Services as evidenced by SELLER’s signature on a Certificate of Conformity, and SELLER’s and LOCKHEED MARTIN’s signature on Delivery Certificate, Certificate of Acceptance, Certificate of Services Completion, or Certificate of Training Completion. Except for LOCKHEED MARTIN rights under Warranty obligations, acceptance is conclusive and final.</p>
<p>BUYER Furnished Equipment/Services/Facilities” (“BFE/BFS/BFF”)</p>	<p>Shall mean any material, information, services or facilities which LOCKHEED MARTIN has furnished to SELLER for incorporation into the Products as established in the BFE/BFS/BFF list, Facilities and Services and any BUYER furnished Data and/or information</p> <p>BFE means BUYER Furnished Equipment</p> <p>BFS means BUYER Furnished Services</p> <p>BFF means BUYER Furnished Facilities</p>
<p>Data</p>	<p>Shall mean all printed matter or electronic media (such as country standard technical orders, engineering drawings, and training materials and software) identified for Delivery under this Contract.</p>
<p>Days</p>	<p>Shall mean calendar days as measured on the Gregorian calendar.</p>
<p>Defect</p>	<p>Shall mean a malfunction of item or system resulting from abnormal or incorrect material or workmanship of the Deliverables provided under this Contract.</p>
<p>Deliver or Delivery or Delivered</p>	<p>Shall mean the transfer of physical possession of an item of the Products from SELLER to LOCKHEED MARTIN.</p>
<p>Deliverables</p>	<p>Shall mean all items [Products, Services, Training, and Program Progress Events] specified in this Contract that are required to be Delivered to LOCKHEED MARTIN under this Contract.</p>

Diminished Manufacturing Sources (DMS) or Obsolete	Shall mean Products or components that are no longer being manufactured and therefore are no longer available for purchase from qualified suppliers.
Equipment	Shall mean the individual items of Support Equipment, Test Equipment, Kit or Flight Test Spares, or other hardware related to the operation, maintenance, and support of the Aircraft and required to be Delivered to LOCKHEED MARTIN pursuant to this Contract.
Failure	Shall mean a condition where a component or system is unable to perform its prescribed function according to its Acceptance criteria.
GFE	Shall mean USG Furnished Equipment acquired by LOCKHEED MARTIN and furnished to SELLER .
Intellectual Property	Shall mean (i) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, and know how whether registered or unregistered and (ii) the benefit of all applications and rights to use such assets.
OEM	Shall mean an Original Equipment Manufacturer.
Party or Parties	LOCKHEED MARTIN and SELLER being hereinafter referred to individually as " PARTY " or referred to collectively as " PARTIES "
Product(s)	Shall mean the individual items of Retrofit Kits and Equipment, spare parts, support equipment, Documentation and tools to be Delivered by the SELLER under this Contract.
BUYER's Facility	Shall mean the Aircraft production facility located at One Lockheed Boulevard, Fort Worth, Texas, USA.

BUYER's Working Day(s)	Shall mean the Days in which the LOCKHEED MARTIN's personnel located at the LOCKHEED MARTIN facilities in the United States are present and available for work on this Contract. Work Days include Monday through Thursday and every other Friday, U.S. national holidays, as well as facility closures due to severe weather, local and national emergencies, etc. are excluded.
Service or Services	Shall mean Deliverable work or services, to be provided by SELLER .
Software	Shall mean the software required for integration and fielding of new weapons, related Equipment and capabilities.
SOW	Statement of Work.
Supplies	Shall mean all of the Products, Services, Training, and Program Progress Events to be provided by the SELLER under this Contract.
Third Party	Shall mean any person or entity other than the LOCKHEED MARTIN or the SELLER .
UAE	Shall mean United Arab Emirates.
USG	Shall mean the Government of the United States of America.

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:

RESERVED

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

The following Section clauses are incorporated into the Contract in full-text:

ARTICLE 28—POLITICS

28.1 The SELLER's employees will perform their duties in respect of the execution of this Contract with care and diligence. They shall refrain from participating in the politics of the UAE and are forbidden to deal in any private business for profit in the UAE. In the event of such an occurrence, the SELLER at its own expense will replace the employee upon request of the BUYER without any loss of time.

ARTICLE 31--MISCELLANEOUS

- 31.1 It is understood by the **PARTIES** that the **SELLER** has not directly or indirectly entered and will not enter into consultancy deal or any other contract with any of the commercial firms, companies or any person to act on its behalf as its agent or consultant in consideration of certain amount of fees or remuneration in order to facilitate and promote the negotiation and finalization of this Contract.
- 31.2 Similarly it is understood that no commission, remuneration or fees have been or will be, through gratuities, gifts or personal payment granted either directly or indirectly or in any way conferred by the **SELLER** in connection with this Contract to any officer or personnel or civilian, as a bribe or commission for securing their signature in connection with this Contract negotiations or performance.
- 31.3 The **SELLER** also assures that there is no such promise legally binding on it and if any such commitment or obligation is made in ignorance by the **SELLER** with any firms or companies in the past the same is considered non-binding.
- 31.4 Reserved
- 31.5 If any provision of the Contract is determined to be illegal conduct, invalid or unenforceable, the remainder of the Contract shall continue in full force and effect, unless it is determined that such provision destroys the essence of the Contract.
- 31.6 The failure to enforce any provision of the Contract by either **PARTY** shall not invalidate such provision or any other provision of the Contract nor the Contract as a whole. The failure in one or more instances of a **PARTY** to enforce any provision of this Contract shall not affect the subsequent enforcement of such provision.

39.7 DISSEMINATION OF CONTRACT SENSITIVE INFORMATION:

- 39.7.1 The **SELLER** and its employees undertake to hold confidential and secure all technical Data and other information related to or resulting from this Contract, submitted by **BUYER**, or supplied on its behalf, including but not limited to, the dissemination, publishing and/or disclosure of information, or Data, or drawings, or maps, or geographical coordinates of military or civilian works sites, or any other information relating to the security and confidentiality of this Contract without prior written consent from the **BUYER**.
- 39.7.2 Expiry, completion or cancellation of this Contract shall not release the **SELLER** from its obligation under this Article.
- 39.7.3 The **PARTIES** agree that, to the maximum extent possible, disputes about the **SELLER's** noncompliance with this Article shall be resolved by negotiation and/or mediation. Any disputes related to or resulting from confidentiality obligation breach under this Article 39 that cannot be so resolved shall be referred to and settled pursuant to the Disputes clause of the CorpDocs.

39.7.4 Reserved