



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

ACURL PRIME CONTRACT NUMBER N00019-14-R-0012

Generated using Lockheed Martin CorpDocs 2014 Version

09 April 2014

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 contractual 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 Supplement is inapplicable to the performance of this Contract, the parties shall consider such clause to be self-deleting and it shall not impose any obligations upon the SELLER. The applicability of each clause may be clarified by a statement immediately following each clause. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirements are modified between the U.S. Government and LOCKHEED MARTIN. The term "Contractor" or "Seller" shall mean "Subcontractor", "Supplier", or "Seller" herein; the term "Prime Contractor", "Contracting Officer" or "Government" (except "foreign government") shall mean LOCKHEED MARTIN herein.

PART I. The dates of the following FAR and DFARS clauses are modified as follows and are incorporated into the Contract:

FAR 52.222-54 Employment Eligibility Verification (JUL 2012)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013) – (Applies to Contracts for Non-commercial items only).

Part II. The following FAR, DFARS, and other Agency clauses are incorporated into the Contract:

FAR 52.227-3 Patent Indemnity (Alt II) (APR 1984) – (Alternate II is added to the basic clause which is also incorporated into the contract. This patent indemnification shall apply to Commercial Items (as defined in FAR 2.101) included within the end item deliverable.)

FAR 52.232-16 Progress Payments (APR 2012) - (Applies to suppliers paid by means of 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 52.246-2 Inspection of Supplies – Fixed Price (Alt I) (JUL 1985)

(Alternate I of this clause only applies to fixed price incentive subcontracts. The basic clause is incorporated into the contract. "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 52.242-15 Stop-Work Order (Alt I) (AUG 1989) (Alternate I applies only to cost reimbursement subcontracts. The basic clause is incorporated into the contract. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.215-23 Limitations on Pass-Through Charges (Alt I) (OCT 2009)

(Applies if this is a cost-reimbursement, non-commercial item subcontract in excess of \$150,000, 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 52.243-1 Changes – Fixed Price (Alt II) (APR 1984)

("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted. The basic clause is incorporated into the contract. If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute paragraph (a) of Alt. II for paragraph (a) of the basic clause.)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Alt 1) (OCT 2010) – (The basic clause is incorporated into the contract. "Contracting Officer" means "LOCKHEED MARTIN." Alternate I applies if LOCKHEED MARTIN's customer specifies a format for cost or pricing data other than the format required by Table 15-2 of 15.804-6(b))

DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012) – (Applies only to subcontracts in excess of \$5M for non-commercial items except subcontracts performed entirely outside the United States.)

DFARS 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006) – (Applies only to non-commercial item subcontracts for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.)

DFARS 252.227-7015 Technical Data-Commercial Items (JUN 2013) – (The clause applies only to commercial item subcontracts.)

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2010)

In paragraph (b), "Government" means LOCKHEED MARTIN. (The clause is applicable only to non-commercial item subcontracts in excess of \$50,000,000.)

DFARS 252.243-7002 Requests for Equitable Adjustment (MAR 1998)

(Applicable only to contracts for non-commercial items in excess of \$150,000. "Government" means "LOCKHEED MARTIN.")

DFARS 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (JUN 2013)

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

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998)

(Applies only if the Seller is shipping non-commercial items directly to U.S. Government)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998)

(Applies if the Seller is shipping non-commercial items directly to USG. In subparagraph (b), "Contract Number" means "LOCKHEED MARTIN's prime contract number and the number assigned to this contract.")

NAVAIR 5252.228-9501 Liability Insurance (MAR 1999)

(Applies to cost reimbursement contracts where Seller will be performing work on a Government installation; however, insurance coverage minimums specified elsewhere in the Contract documents that exceed those below shall govern in lieu of the this clause.)

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

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

Part III. 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:

H-4 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Subcontract Data Requirements List (SDRL) or provided in response to any other requirement contained in this contract, which would be deemed "technical data" under DFARS 252.227-7013, Rights in Technical Data–Noncommercial Items (JUN 2013), or "computer software" and "computer software documentation" under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAY 2013), 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, delivery or provision to LOCKHEED



MARTIN is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.