

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-16 VIPER SHIELD 3, LONG LEAD MATERIAL, Contract FA8615-23-C-6050**

**Generated using Lockheed Martin CorpDocs 2024 Version**

**Original: 27 February 2024**

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:

RESERVED

**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 52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)** (Applicable to multi-year subcontracts. "Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

**FAR 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems. (MAY 2014)** (Applicable to any subcontract which requires the delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin")

in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d). Not applicable to Commercial Items as defined in FAR 2.101.)

**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 "TBD". Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.232-17 Interest. (MAY 2014)** (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "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)**

**FAR 52.245-9 Use and Charges. (APR 2012)** (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-2 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.")

**FAR 52.248-1 Alternate I - Value Engineering. (APR 1984)** (Applies if this contract equals or exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. "Contracting Officer" means "Lockheed Martin," "contracting office" means "US Government contracting office," "Government" means "Lockheed Martin" except in subparagraph (c)(5) where it means "Lockheed Martin and the Government." In paragraph (m) Government is unchanged." Also, "Government" does not mean "Lockheed Martin" in the phrase "Government costs." Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (JAN 2023)** (Applicable to all all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

**DFARS 252.209-7010 Critical Safety Items. (AUG 2011)** (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

**DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (SEP 2013)** (Applicable to any subcontract where FAR 52.216-7 Allowable Cost and Payment applies. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022)** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014)** (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

**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)** (Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.228-7001 Ground and Flight Risk. (JUN 2010)** (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7002 Earned Value Management System. (SEP 2015)** ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: \_"TBD")

**DFARS 252.234-7004 Cost and Software Data Reporting System. (NOV 2014)** (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.235-7004 Protection of Human Subjects. (JUL 2009)** (Applicable to all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JAN 2023)** (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

**DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2022)** (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012)** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017)** (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

**DFARS 252.246-7001 Warranty of Data. (MAR 2014)** (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

**AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019)** (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**AFFARS 5352.242-9000 Contractor Access to Air Force Installations (OCT 2019)** (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

#### **Part IV. 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:

RESERVED