

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

C5 Reliability Enhancement and Re-engining Program (RERP)
Interim Contract Support (ICS)
FA8625-09-D-6485

Generated using Lockheed Martin CorpDocs 2009 Version

21 October 2009

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 PSFD 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 SELLER.

1. Add the following Federal Acquisition Regulation clauses:

52.228-03, **Workers' Compensation Insurance (Defense Base Act)** (APR 1984). Applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.

52.228-04, **Worker's Compensation and War-Hazard Insurance Overseas** (APR 1984). Applicable if Seller obtained a waiver granted by the Secretary of Labor and, but for the waiver, would be subject to workers' compensation insurance under the Defense Base Act 42 USC 1651 et seq.

52.239-01, **Privacy or Security Safeguards** (AUG 1996). Applicable if this contract includes information technology that requires security of such information t ment c lause s:

252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials with its Alt I (APR 1993). Applicable if this contract requires, may require, or permits the Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government."

252.225-7012, Preference for Certain Domestic Commodities (MAR 2008). Applicable if Seller is

furnishing any of the items covered by this clause.

252.243-7002, Requests for Equitable Adjustment (MAR 1998). Applicable if this contract is over \$100,000. "Government" means "Lockheed Martin."

252.246-7000, Material Inspection and Receiving Report (MAR 2008). Applicable if this contract requires delivery.

2. A Determination and Findings for Domestic Non-availability, approved 5 Apr 07 by the Secretary of the