

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**FA8625-16-D-6458 Five Year Ordering Contract (FYOC)**

**Generated using Lockheed Martin CorpDocs Version 2017**

**27 April 2017 – Original**

**08 January 2019 – Revision 01**

**15 December 2020 – Revision 02**





**FAR 52.232-16 – Progress Payments (Apr 2012)**

**DFARS 252.211-7006 – Passive Radio Frequency Identification (Sep 2011)**

**DFARS 252.243-7002 – Requests for Equitable Adjustment (DEC 2012)** "Government" means "Lockheed Martin."

**DFARS 252.245-7001 – Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**

**DFARS 252.245-7004 – Reporting, Reutilization, and Disposal (Mar 2015)** "Contracting Officer" means Lockheed Martin.

**DFARS 252.246-7000 – Material Inspection and Receiving Report (MAR 2008)** (Applies if SELLER is shipping direct to the Government.)

**AFFARS 5352.223-9000 – Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) –** The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

**AFFARS 5352.223-9001 – Health and Safety on Government Installations (Nov 2012)** "Contracting Officer" means "Lockheed Martin."

**AFFARS 5352.242-9000 – Contractor Access to Air Force Installations (NOV 2012)** "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

**AFFARS 5352.242-9001 – Common Access Cards (CACs) for Contractor Personnel (Nov 2012) –** (Applies if Seller will perform work on a government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)

#### **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:

**H-028 HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (JUL 2016)** In this clause, "Contractor" means "SELLER". SELLER shall flow down this clause to its subcontractors.

This clause is provided to flow down Government agreements and governing regulations as it relates to this contract as follows:

(1) Technical data pertaining to items, components, or processes or computer software generated or delivered by either Contractor or its subcontractors under prior contracts from September 29, 1995 to October 18, 2006, will be treated as if the C-130J was a commercial item.

(2) Technical data pertaining to items, components, or processes developed after October 18, 2006 by either Contractor or its subcontractors will be governed by DFARS 252.227-7013 (Jun 2013) or 252.227-7015 (Jun 2013), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Contractor or its

(d) All DFARS clauses contained in this contract remain in effect. In the event there is any conflict between