### LOCKHEED MARTIN AERONAUTICS COMPANY

## PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

### ADDITIONAL TERMS AND CONDITIONS

#### FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

C-5M Communication, Navigation, Surveillance/Air Traffic Management (CNS/ATM) Upgrade / Solicitation FA8625-16-C-6599

**Generated using Lockheed Martin CorpDocs 2015 Version** 

July 08, 2015 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.

1. The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (JAN 2014)

**FAR 52.227-1 ALTERNATE I - AUTHORIZATION AND CONSENT. (APR 1984) (**Applies if this contract exceeds \$25,000.)

FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT-MAJOR SYSTEMS. (MAY 2014) "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

FAR 52.243-1 ALTERNATE V - CHANGES-FIXED-PRICE. (APR 1984)

FAR 52.243-2 ALTERNATE V - CHANGES-COST-REINBURSEMENT. (APR 1984)

**FAR 52.245-9 USE AND CHARGES (APR 2012)** 

Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS). (APR 2012) "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Governme

combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

Applies to Cost-Plus-Fixed-Fee subcontracts, Cost-Plus-Incentive-Fee (Performance) subcontracts, Cost subcontracts only.

# F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.