



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8604-13-D-7951

CETS IN SUPPORT OF FMS F-16 A/B/C/D

Generated using Lockheed Martin CorpDocs 2014 Version

September 08, 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 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.

PART I. 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 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

FAR 52.216-11 COST CONTRACT--NO FEE (APR 1984) ("Government" and "Contracting Officer" mean "Lockheed Martin").

FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997) ("Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months").

FAR 52.225-3 BUY AMERICAN ACT –FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (MAY 2012)

FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (DEC 2007) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d)).

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.).

FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) ("Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-

52.203-5. The blank in paragraph (b)(1) is completed with "any government." Subparagraph (b)(2) is deleted).

**DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY
U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)**

(Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting

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