

**LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**Advanced Pilot Training (APT) Program
Contract Number FA8617-17-R-6219
Generated using Lockheed Martin CorpDocs 2016 Version**

17 NOV 2016

THE TERMS SET FORTH HEREIN ARE BASED ON THE FA8617-16-R-6219 PRIME CONTRACT SOLICITATION. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH ANY CHANGES RESULTING FROM THE FA8617-17-R-6219 PRIME CONTRACT DEFINITIZATION

apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.219-9 ALT III Alternate III - Small Business Subcontracting Plan (OCT 2015) (Applies if this contract exceeds \$700,000. Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015) (Applies to solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.222-99 Establishing A Minimum Wage For Contractors (DEVIATION 2014-O0017) (JUN 2015) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.230-4 Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns (OCT 2015) ("Government" as used in the second and third sentences means "Government or Lockheed Martin." Applicable to subcontracts awarded to a foreign subcontractor unless the subcontractor is otherwise exempt from CAS. Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by 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 Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Not applicable to Commercial Items as defined in FAR 2.101)

DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)

DFARS 252.239-7017 Notice of Supply Chain Risk Management (N2y)

- A. Detailed airframe technical data and information regarding all systems;
- B. Depot-level maintenance technical data and information regarding all systems, subsystems, and components;
- C. Interface Control Documents (ICDs); and
- D. Computer software documentation necessary to perform depot-level maintenance on computer programs.

3. Training Systems Technical Data and Computer Software. Technical data, computer databases, computer software documentation, and computer software delivered must comprise a complete package of all technical data, computer databases, computer software documentation, and computer software necessary for the Government to support APT Training Systems, subsystems, and components. The Seller is not required to provide detailed manufacturing or process information.

(c) License Rights. Pursuant to the contract clauses and regulations governing rights in technical data and computer software (i.e., DFARS Subparts 227.71 and 227.72, 227.7202, 252.227-7013, 252.227-7014, and 252.227-7015), the Government is granted unlimited rights in all technical data, computer programs and computer software documentation, necessary for operation, maintenance, installation, or training as described herein. However, for OMIT Data related to items developed exclusively or partially at private expense, the Government is willing to accept Government purpose rights. Commercial computer programs to be delivered as OMIT Data shall be subject to a commercial license consistent with DFARS 227.7202-1(a).

(d) Technical Data and Computer Software of Subcontractors and Suppliers. The Seller's obligations in this special contract requirement shall apply to all technical data, computer programs, computer software documentation, computer databases, and computer software developed, delivered, or otherwise provided by subcontractors or suppliers at any tier, and regardless of whether the computer software documentation, computer programs, computer software, or technical data is or relates to commercial items or noncommercial items. The Seller shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

1. Ensure that the technical data and computer software are identified by specific referenc