

LOCKHEED MARTIN CORPORATION

PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS

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

F-16 FALCON 2020 CONTRACT NUMBER F42620-01-D-0058

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FAR 52.227-1, AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984).

FAR 52.227-2, NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996). Applies if this contract exceeds the simplified acquisition threshold. "Contracting Officer" means "Lockheed Martin." "Government" means "Government and Lockheed Martin."

FAR 52.232-17, INTEREST (JUN 1996). "Government" means "Lockheed Martin."

FAR 52.233-3, PROTEST AFTER AWARD ALTERNATE I (JUN 1985). "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days."

FAR 52.242-15, STOP-WORK ORDER ALTERNATE I (APR 1984). "Contracting Officer" and "Government" mean "Lockheed Martin."

FAR 52.243-1, CHANGES FIXED-PRICE ALTERNATE I (APR 1984). "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.

FAR 52.246-15, CERTIFICATE OF CONFORMANCE (APR 1984).

FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997). Documents required by this clause will be provided by Seller to Lockheed Martin. This clause is not required to be included in Seller's subcontracts.

FAR 52.249-14, EXCUSABLE DELAYS (APR 1984). In paragraph (a)(2), "or contractual" is deleted. "Contracting Officer" and "Government" means Lockheed Martin.

The following DFARS, AFMC, and AFFARS clauses are added:

DFARS 252.211-7005, SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (AUG 2000).

DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997).

DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (Deviation 2021-O0009) (Applies if this contract exceeds the simplified acquisition threshold in effect on the date this contract is placed and where services are provided under this contract. For additional guidance on the applicability of this clause and for the flowdown requirements cons -19 Workplace Safety: Guidance for Federal Contractors and Subcontractors, as may be amended during the performance of this contract.)

DFARS 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998).

DFARS 252.225- QUALIFYING COUNTRIES SUPPLIES (END

DFARS 252.225-7026, REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000).

DFARS 252.225-7027, RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998). For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air

For Foreign Military Sales (FMS) contracts, the contractor shall not pay any contingent fee to any individual or entity for the procurement of goods or services under the contract.

