

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER FA8604-20-D-8002
CETS IN SUPPORT OF USAF / FMS F-16A/B/C/D

Generated using Lockheed Martin CorpDocs 2020 Version

Revision 3: December 14, 2021

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

52.228-3

(JUN 2014) (Applies if

Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." In paragraph (a) the blanks are completed with Pakistan, Iraq, Turkey, Chile, Bahrain, Egypt, Jordan, Oman . Not applicable to Commercial Items as defined in FAR 2.101.)

52.230-2 Cost Accounting Standards (DEVIATION 2018-O0012) (APR 2018) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies to contracts where software or services will be retransferred to the Government.)

52.249-6 Termination (Cost-Reimbursement) ALT I (SEP 1996) (Applicable to contracts for Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Not applicable to Commercial Items as defined in FAR 2.101.)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013) (Not applicable to Commercial Items as defined in FAR 2.101.)

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013) (Applies if the contract requires the delivery of specialty metal as an end item.)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (The reference to the clause in p

