

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
SINGAPORE SYSTEM DEVELOPMENT AND DEMONSTRATION CONTRACT (SSDD)
PRIME CONTRACT NUMBER N00019-22-C-0015

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ORIGINAL: MARCH 1, 2022

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.

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2021-N0002) (SEP 2021) (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.244-7000 Subcontracts for Commercial Items (JAN 2021)

PART III. 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 52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair (MAY 2014) Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

FAR 52.227-1 ALT I Authorization and Consent-Alternate I (APR 1984)

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin.")

FAR 52.232-17 Interest (MAY 2014) ("Government" means "Lockheed Martin.")

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

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applies if this Contract is for information technology which requires security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

FAR 52.245-9 Useg-2(e)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with “any Government.” Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) (MAY 2020)

DFARS 252.225-7976 Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019) (AUG 2018) (Applies if Seller will perform work in Japan.)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) (“Contracting Officer” means “Lockheed Martin or Contracting Officer.” In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.227-7021 Rights in Data-Existing Works (MAR 1979) (Applies if this Contract requires the delivery of “existing works” as defined in the clause. “Government” means “Lockheed Martin and the Government.”)

DFARS 252.227-7038 ALT I Patent Rights-Ownership by the Contractor (Large Business) Alternate I (DEC 2007) (Applies if this Contract involves, experimental, developmental, or research work.)

DFARS 252.234-7002 Earned Value Management System. (DEVIATION 2015-O0017) (SEP 2015) (“Government” means “Lockheed Martin and Government.” Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 ALT I Cost and Software Data Reporting System-Alternate I (NOV 2014) (In paragraph (b), “Government” means “Lockheed Martin.”)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if Seller personnel are required to interact with detainees during the performance of this Contract.)

DFARS 252.239-7000 Protection Against Compromising Emanations (OCT 2019) (Applies if Seller shall perform classified work. “Contracting Officer” means “Lockheed Martin.” “Government” means “Lockheed Martin and the Government” in paragraphs (c) and (d).)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008) (Applies if Seller personnel shall access DoD information systems during the performance of this Contract.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this Contract requires securing telecommunications.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000. “Government” means “Lockheed Martin.”)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if items furnished by SELLER will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) (Applies if Government property will be located at Seller’s facility for the performance of this Contract. “Contracting Officer” means “Lockheed Martin.”)

DFARS 252.246-7001 Warranty of Data (MAR 2014) (Applies if data will be acquired from Seller. “Government” means “Lockheed Martin or the Government.” “

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) (Applies if Seller will make shipments under this Contract directly to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

(2) Part Number (with CAGE Code).

(3) For - the organization/address the material is shipped to.

(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

(5) Project Code number.

(6) Project Directive Line Item (PDLI) Number.

(7) Requisition Serial Number (RSN).

(8) Quantity.

(9) From - the contractor's address shipped from.

(10) Ship to - the shipping address provided in the contract.

(11) Transportation Priority

(12) Required Delivery Date

