

**APPENDIX PS (PRIME SUPPLEMENT)**

**PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS**

The clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or Lockheed Martin does not require information or data from Seller to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheses after each clause below are for convenience only.

**This document is for use with the 2024 version of Lockheed Martin CorpDoc A Series documents; not for use with prior versions.**

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) (Applies if this Contract is in

"Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applies if this Contract uses information technology which require security of information technology. Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through LOCKHEED MARTIN. Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) (Copies of reports provided by SELLER under th63icnop3.4(A.1(IONa607t.6(o)4.1)9(0)-5.4(R)h)-4.2(-)-2.5(2EN)2.639.23 Tm [(Tm [(uv-5( d)3.8(e)-2.4(d)32







a United Kingdom firm. "This contract" means "the prime contract." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS – WHOLE-CONTRACT BASIS (DEC 2022)

will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In

*(b) Restrictions.*

*The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.*

*(c) Reporting requirement.*

*(1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:*

*(i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.*

*(ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.*