## LOCKHEED MARTIN AERONAUTICS COMPANY PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

## **ADDITIONAL TERMS AND CONDITIONS**

## FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

Contract: FA8611-22-D-0001

**Generated using Lockheed Martin CorpDocs 2021 Version** 

Original: 10 January 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

FAR 52.216-16 ALT I Incentive Price Revision-Firm Target – Alternate I (APR 1994) (Applies if this is an incentive price revision type contract. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.")

FAR 52.216-17 Incentive Price Revision Successive Targets (OCT 1997) (Applies if this is an incentive type contract with successive targets. "Contracting officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (k) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002) (Applies if this is an undefinitized cost-reimbursement type contract.)

**FAR 52.217-2 Cancellation Under Multi-Year Contracts (OCT 1997)** (Applies if this is a multi-year type contract. "Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

FAR 52.225-3 Buy American - Free Trade Agreements - Israeli Trade Act (JAN 2021)

FAR 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (MAY 2014) (Applies if this Contract requires the delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d))

**FAR 52.232-16 Progress Payments (JUN 2020)** (Applies if Seller shall receive progress payments during the performance of this Contract. "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 52.232-17 Interest (MAY 2014) ("Government" means "Lockheed Martin." [ )]TETŒMC /P &MCID 9>BDC q0.0000091

## **DFARS 252.211**

**DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010)** (Applies if this Contract is for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

**DFARS 252.239-7010 Cloud Computing Services (OCT 2016)** (Applies if this Contract involves use of cloud services.)

**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 facilities for the performance of this Contract. "Contracting Officer" means Lockheed Martin.)

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (OCT 2019) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")

AFFARS 5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (OCT 2019) (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)