

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
C-5 SETSS, Contract FA8525-24-C-0002

Generated using Lockheed Martin CorpDocs 2024 Version

Original: 19 August 2024

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.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

RESERVED

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 52.215-23 Alternate I - Limitations on Pass-Through Charges. (OCT 2009) (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 52.224-1 Privacy Act Notification. (APR 1984) (Applicable to any subcontract where the subcontractor will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

FAR 52.224-2 Privacy Act. (APR 1984) (Applies if this contract is for the design, development, or operation of such a system of records.)

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 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas. (APR 1984) (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement. (MAY 2001) ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (JAN 2023) (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7999 (Deviation 2021-O0009) Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) Applies if this contract exceeds the simplified acquisition threshold as of the date of this subcontract, if this subcontract is for services, including construction, performed in whole or in part within the United States or its outlying areas.

DFARS 252.228-7001 Ground and Flight Risk. (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JUN 2013) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2022) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017) (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9001 Health and Safety on Government Installations (NOV 2012) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

RESERVED