

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-16 CHILE M6.6 SYSTEMS UPGRADE, Contract FA8232-24-C-0001**

**Generated using Lockheed Martin CorpDocs 2023 Version**

**Original: 21 November 2023**

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 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)**

**FAR 52.219-9 Alternate III - Small Business Subcontracting Plan. (SEP 2023)** (Applies if this contract exceeds the threshold at FAR 19.702(a) . Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.232-16 Progress Payments. (NOV 2021)** (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

**FAR 52.232-17 Interest. (MAY 2014)** (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**FAR 52.245-9 Use and Charges. (APR 2012)** (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-6 Alternate I - Inspection-Time-and-Material and Labor-Hour. (APR 1984)** ("Government" means "Lockheed Martin and the Government " in paragraphs (b), (c) and (d). "Government" means "Lockheed Martin" in paragraphs (e), (f), (g) and (h). Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management (JAN 2023)** (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

**DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022)** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. 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)**

**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)** (Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. (JAN 2023)**

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

**DFARS 252.228-7001 Ground and Flight Risk. (MAR 2023)** (In paragraph (a)(1) "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." The provisions 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. Subparagraph (f) is not applicable to Commercial Items as defined in FAR 2.101.)

**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 252.243-7999 (DEVIATION 2020-O0021) Section 3610 Reimbursement. (AUG 2020)** (Applicable to any subcontract modification that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors.)

**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 (DEVIATION 2022-O0006) Reporting, Reutilization, and Disposal (NOV 2021)** (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) (JUN 2023)** (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

**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