

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-16 Bulgaria II, Contract FA8615-23-C-6053**  
**Generated using Lockheed Martin CorpDocs 2023 Version**

**Original: 3 NOV October 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 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)** (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

**FAR 52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)** (Applicable to subcontracts that exceed \$250,000, and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of

performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR Part 2.101.)

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

**FAR 52.216-16 Incentive Price Revision - Firm Target. (JAN 2022)** (Applicable to incentive type subcontracts. "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. Not applicable to Commercial Items as defined in FAR 2.101.)

**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 52.232-16 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 52.232-39 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 52.246-1 Contractor Inspection Requirements. (APR 1984)** ("Government" means "Lockheed Martin." Flowdown is not required for Commercial Items.)

**FAR 52.246-2 Alternate I - Inspection of Supplies Fixed-Price. (JUL 1985)** ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (DEC 1991)** (Applies if this contract involves precious metals.)

**DFARS 252.209-7010 Critical Safety Items. (AUG 2011)** (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

**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 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (SEP 2013)** (Applicable to any subcontract where FAR 52.216-7 Allowable Cost and Payment applies. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (MAY 2019)** (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 252.223-7006 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 252.225-7027 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. (ARP 2003)** (Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7047 Exports by Approved Community Members in Performance of the Contract. (JUN 2013)** (Applicable to subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract. The blank in paragraph (b) is completed as follows \_\_\_\_\_\*\*\*\*\*\_\_\_\_\_.)

**DFARS 252.228-7001 Ground and Flight Risk. (MAR 2023)** ("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.")

**DFARS 252.234-7002 (DEVIATION 2015-O0017) Earned Value Management System. (SEP 2015)** ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: \_\_\_\_\_\*\*\*\*\*\_\_\_\_\_)

**DFARS 252.234-7004 Cost and Software Data Reporting System. (NOV 2014)** (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2012)** (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 252.246-7001 Warranty of Data. (MAR 2014)** (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

**AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019)** (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 5352.242-9000 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." 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