

**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS  
UNDER**

**PRIME CONTRACT FA8615-05-C-6002**

**F-16 Peace**

the basis that the price offered by the Seller or lower-tier subcontractor is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public, is a price set by law or regulation, is a commercial item; or, on any other basis set forth in FAR 15.804-1 (or FAR 15.403-1, as applicable) or other pertinent law or regulation; or 4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause (or 52.215-11, as applicable), then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.

2. FAR 52.222-39, "NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES" (DEC 2004).
3. With reference to Paragraph 12, Appendix A, 27<sup>th</sup>

2. DFARS 252.225-7006\*\*\*, “QUARTERLY REPORTING OF ACTUAL PERFORMANCE OUTSIDE THE UNITED STATES” (APR 2005).
3. DFARS 252-225-7021, “TRADE AGREEMENTS” (JUN 2005).

control restrictions, set forth in this clause.

(c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic and Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (See 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this Contract to foreign persons or their representatives. The notification shall include the name and country or origin of the foreign person or

b. Subject to the provisions of Paragraph (a) above, any of the Special Tooling and/or Special Test Equipment presently in the possession of the Contractor and/or subcontractors may be modified as necessary for the performance of this Contract as approved by the ACO.

2. YPK-H007 "LIMITED RISK OF LOSS" (JAN 2005): The Contractor may authorize, without any requirement for additional approval, the flow down to its subcontractors the Limited Risk of Loss provisions of FAR 52.245-02, Alternate I (MAY 2004) or FAR 52.245-5 (MAY 2004), as applicable. Such authorization shall be limited to subcontractors having a current USG- approved Property Control System.

\*\*\* Provision does not apply to commercial items.