

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

CONTRACT NUMBER N00383-09-G-002H through P00002

For Use with 2011 (and later Version) Lockheed Martin CorpDocs

12 September 2011

The following are the provisional supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., CorpDoc 3, CorpDoc 3a, CorpDoc 4, etc.), into subcontracts issued under the NAVICP Basic Ordering Agreement Prime Contract N00383-09-G-002H (the Prime Contract). Unless specifically altered by a specific delivery order, these supplemental terms and conditions apply equally, in full and force and effect to all delivery orders issued under the prime contract.

1. The dates of the following FAR and DFARS clauses are modified as follows:

a. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Dec 2010) is replaced with FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Jul 1995).

b. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (May 2002) is replaced with DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Mar 2000). (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "SELLER" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

2. The following FAR and DFARS clauses are added:

a. FAR 52.227-3 PATENT INDEMNITY (Apr 1984) where all references to 'Contractor' means 'Subcontractor', 'Vendor', 'Supplier' and 'Seller', collectively and severally, and all references to 'Government' means Lockheed Martin.

b. FAR 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (Aug 1992) where FAR 52.230-2 COST ACCOUNTING STANDARDS or FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES is made applicable to the Purchase Order.

c. FAR 52.232-17 INTEREST (Jun 1996) where all references to 'Contractor' means 'Subcontractor', 'Vendor', 'Supplier' and 'Seller', collectively and severally, and all references to 'Government' means Lockheed Martin.

AGREEMENT IMPLEMENTATION ACT – BALANCE OF PAYMENTS PROGRAM (Mar 1998) where all references to ‘Contractor’ means ‘Subcontractor’, ‘Vendor’, ‘Supplier’ and ‘Seller’, collectively and severally, and all references to ‘Government’ means Lockheed Martin’.

n. DFARS 252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS (Jun 2005) Applies to this Purchase Order only if it specifically calls for the delivery of air circuit breakers for naval vessels, ships or submarines and where all references to ‘Contractor’ means ‘Subcontractor’, ‘Vendor’, ‘Supplier’ and ‘Seller’, collectively and severally, and all references to ‘Government’ means Lockheed Martin.

o. DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (Jun 1995) where “Offeror means ‘Subcontractor’, “Supplier”,

‘Vendor’ and “Seller”, both