



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

ACURL PRIME CONTRACT NUMBER N00019-14-R-0012 & N00019-15-C-0105

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4 JUNE 2015

REV. 1

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each contractual 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 Supplement is inapplicable to the performance of this Contract, the parties shall consider such clause to be self-deleting and it shall not impose any obligations upon the SELLER. The applicability of each clause may be clarified by a statement immediately following each clause. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirements are modified between the U.S. Government and LOCKHEED MARTIN. The term "Contractor" or "Seller" shall mean "Subcontractor", "Supplier", or "Seller" herein; the term "Prime Contractor", "Contracting Officer" or "Government" (except "foreign government") shall mean LOCKHEED MARTIN herein.

PART I. The dates of the following FAR and DFARS clauses are modified as follows and are incorporated into the Contract:

MARTIN" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "LOCKHEED MARTIN and the Government.")

FAR 52.246-2 Inspection of Supplies – Fixed Price (Alt I) (JUL 1985)

(Alternate I of this clause only applies to fixed price incentive subcontracts. The basic clause is incorporated into the contract. "Government" means "LOCKHEED MARTIN and the Government" except in paragraphs (f), (j), and (l) where it means "LOCKHEED MARTIN." "Contracting Officer" means "LOCKHEED MARTIN.")

FAR 52.242-15 Stop-Work Order (Alt I) (AUG 1989)

(Alternate I applies only to cost reimbursement subcontracts. The basic clause is incorporated into the contract. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.215-23 Limitations on Pass-Through Charges (Alt I) (OCT 2009)

(Applies if this is a cost-reimbursement, non-commercial item subcontract in excess of \$150,000, 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 52.243-1 Changes – Fixed Price (Alt II) (APR 1984)

("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted. The basic clause is incorporated into the contract. If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute paragraph (a) of Alt. II for paragraph (a) of the basic clause.)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Alt 1) (OCT 2010) – (The basic clause is incorporated into the contract. "Contracting Officer" means "LOCKHEED MARTIN." Alternate I applies if LOCKHEED MARTIN's customer specifies a format for cost or pricing data other than the format required by Table 15-2 of 15.804-6(b))

DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012) – (Applies only to subcontracts in excess of \$5M for non-commercial items except subcontracts performed entirely outside the United States.)

DFARS 252.225-7030 Restriction on Acquisition of

Summary of Modifications:

Existing ACURL PSFD modified to apply to Prime Contract N00019-15-C-0105.