

**CORPDOC 4A Modified for F-35
JSF LRIP 2 Contract
on May 12, 2008**



**COST REIMBURSEMENT DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)
FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS
UNDER A U.S. GOVERNMENT PRIME CONTRACT**

A. INCORPORATION OF DFARS CLAUSES

The Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this contract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
4. "Contractor" or "Offeror" means the SELLER, as defined in CORPDOC 4, acting as the immediate (first-tier) subcontractor to LOCKHEED MARTIN.
5. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.

6. Insert “and LOCKHEED MARTIN” after “Contracting Officer” throughout the clause.
7. Insert “or LOCKHEED MARTIN Procurement Representative” after “Contracting Officer” throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT’S RIGHTS

If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor’s use of such Furnished Items in support of other U. S. Government prime contracts.

F. DoD FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES

REFERENCE TITLE

1. The following DFARS clauses apply to this Contract :

- (a) 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991). (Note 2 Applies. In paragraph (b), change 45 days to 30 days.)
- (b) 252.211-7003 Item Identification and Valuation (JUN 2005).
- (c) 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) and ALT I (APR 2003) (Applicable if the Work to be furnished contains specialty metals.)
- (d) 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995) (Applicable in lieu of FAR 52.227-14.)
- (e) 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) (Applicable in lieu of FAR 52.227-14.)
- (f) 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- (g) 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995) “Offeror” means Seller. “Contracting Officer” means “Lockheed Martin or Contracting Officer.” In paragraphs (a) and (b) the references to the SBIR data rights are deleted.
- (h) 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)
- (i) 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUNE 1995) (For paragraph (c)(1), Note 3 applies.)
- (j) 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

- (k) 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995) (The definitions for “contract” and “subcontract” shall not apply herein, except for the first reference to “contract”. Note 4 applies.)
- (l) 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a). Note 4 applies to (b))
- (m) 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- (n) 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a), Note 5 applies. In paragraph (b), Note 3 applies.)
- (o) 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- (p) 252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (MAR 2005). (In paragraph (e), Note 3 applies.)
- (q) 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- (r) 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007).
- (s) 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applicable if this Contract meets the criteria set forth in paragraph (b) (2) (ii) of the clause. Notes 1 and 2 apply)

2. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

- (a) 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2004) (In this clause, the terms “contract”, “contractor”, and “subcontract” shall not change in meaning in paragraphs (a) thru (d). Delete paragraph g. Note 5 applies.)
- (b) 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAR 2008)
- (c) 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (MAR 1998) (Note 1 applies.)
- (d) 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (Applicable 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 “Contractor” and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$100,000. Notes 1 and 2 apply to paragraph (g).)

3. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

- (a) 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007) (Delete paragraph (c).)
- (b) 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007).
- (c) 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006) (Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

4. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$1,000,000:

- (a) 252.211-7000 ACQUISITION STREAMLINING (DEC 1991) (Note 1 applies.)

5. **The following DFARS clauses apply to this Contract as indicated:**

- (a) 252.211-7006 Radio Frequency Identification (NOV 2006) (Applicable if any Item(s) for spares, support equipment, ALIS and training systems hardware or any other Items that are to be direct shipped to a United States Government Facility.)
- (b) 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)
- (c) 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007) (Applicable unless this contract is a fixed price contract, including fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition. Note 5 applies. In paragraph (e) Note 6 applies. If the Contracting Officer determines excessive pass-through charges are included in Seller's prices, LOCKHEED MARTIN shall make an adjustment to this contract to exclude such charges.
- (d) 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996) (Applicable if FAR 52.219-9 applies to this Contract. Delete paragraph (g).)
- (e) 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applicable if this Contract requires the delivery of hazardous materials.)
- (f) 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applicable only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs g(1)(i) and e(1)(ii). Note 3 applies. Delete "prime" in g(1)(ii) and add "and LOCKHEED MARTIN Procurement Representative". Delete in g(1)(ii) "substituting its name for references to the Government".)
- (g) 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applicable if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
- (h) 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applicable if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Contractor as Government Furnished Property.)
- (i) 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005) (Applicable if the Work contains other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5.)
- (j) 252.225-7013 DUTY FREE ENTRY (OCT 2006). (Applicable to Qualifying country components or Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit. Notes 1 and 2 apply to paragraph c.)
- (k) 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006) (Applicable if Work supplied under this Contract contains ball or roller bearings. Note 2 applies.)
- (l) 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS (APR 2003) (Applicable if Contract or any Subcontract under this Contract is with a United Kingdom firm. Note 2 applies.)
- (m) 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applicable if this Contract is with a United Kingdom firm. Note 2 applies.)
- (n) 252.227-7015 Technical Data – Commercial Items (NOV 1995). Applicable only to technical data that is not covered by DFARS 252.227-7014.
- (o) 252.239-7016 TELECOMMUNICATIONS, SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991). (Applicable to all Contracts which require the securing of telecommunications.)

