



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

F-35/JSF OMNIBUS Basic Ordering Agreement Prime Contract N00019-14-G-0020

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REV 3: 13 APR 2016

REV 2: 1 OCT 2015

REV 1: 12 JULY 2015

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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

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

RESERVED

PART II. The following FAR, DFARS, and other Agency clauses are added:

FAR 52.216-16 (OCT-97) INCENTIVE PRICE REVISION FIRM TARGET. (Applies if this is an Incentive Price Revision contract. "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.)

FAR 52.222-35 (JUL-14) EQUAL OPPORTUNITIES FOR VETERANS (Applies if this contract is for \$100,000 or more.)

FAR 52.223-15 (DEC – 07) ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

FAR 52.227-1 ALT I (APR-84) AUTHORIZATION AND CONSENT. (Applies if this contract exceeds \$25,000.)

FAR 52.228-3 (APR-84) WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT). (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 (APR-84) WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS.

FAR 52.229-8 (MAR-90) TAXES FOREIGN COST-REIMBURSEMENT CONTRACTS. (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with information specified elsewhere in the contract. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 (OCT-10) INTEREST. (Applies if this Contract contains FAR clauses which expressly refer to an Interest clause, e.g. fixed price incentive subcontracts containing [FAR 52.216-16](#) or [FAR 52.216-17](#). Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin.")

FAR 52.232-32 (APR-12) PERFORMANCE-BASED PAYMENTS. (Applies if Seller is receiving Performance Based Payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.239-1 (AUG-96) PRIVACY OR SECURITY SAFEGUARDS. (Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 (JUN-13) UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.234-4 (MAY-14) EARNED VALUE MANAGEMENT SYSTEM (Applies to Cost or Incentive contracts valued at \$20,000,000 or more. "Government" means "Lockheed Martin and Government. Paragraphs (j) and (i) are deleted. Does not apply for Commercial Items as defined in FAR 2.101

FAR 52.243-1 ALT V (APR-84) ALTERNATE V - CHANGES-FIXED-PRICE. ("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.)

FAR 52.243-2 ALT I (APR-84) ALTERNATE I - CHANGES-COST-REIMBURSEMENT. ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.243-2 ALT II (APR-84) ALTERNATE II - CHANGES-COST-REIMBURSEMENT. ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.244-6 (MAR-15) SUBCONTRACTS FOR COMMERCIAL ITEMS

FAR 52.245-9 (APR-12) USE AND CHARGES. (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-1 (APR-84) CONTRACTOR INSPECTION REQUIREMENTS. ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-2 ALT I (JUL-85) ALTERNATE I - INSPECTION OF SUPPLIES FIXED-PRICE. ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-8 (MAY-01) INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT. ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.247-64 ALT I (APR-03) ALTERNATE I - PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

FAR 52.249-9 (APR-84) DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT). ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.203-7004 (JAN-15) DISPLAY OF FRAUD HOTLINE POSTER(S) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.204-7012 (NOV-13) SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (In paragraph (b)(1)(ii) "Contracting Officer" means "Lockheed Martin." In paragraph (d)(5) "Contracting Officer" means "Lockheed Martin and the Contracting Officer." Copies of all reports made to the Government under this clause shall be provided to Lockheed Martin at the time such reports are submitted.)

DFARS 252.209-7010 (AUG-11) CRITICAL SAFETY ITEMS (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7005 (NOV-05) SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS. (Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.)

DFARS 252.211-7006 (SEP-11) PASSIVE RADIO FREQUENCY IDENTIFICATION. (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause)

DFARS 252.211-7007 (AUG-12) REPORTING OF GOVERNMENT FURNISHED PROPERTY (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 (SEP-10) USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (Applies if items are serially managed.)

DFARS 252.217-7028 (DEC-91) OVER AND ABOVE WORK. ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Applicable to subcontracts where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.219-7004 (JAN-11) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

DFARS 252.222-7007 (JAN-15) REPRESENTATION REGARDING COMBATING TRAFFICKING OF PERSONS

DFARS 252.225-7015 (JUN-05) RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS. (Applicable to subcontracts that requires the delivery of hand or measuring tools)

DFARS 252.225-7027 (APR-03) RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES. (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 (APR-03) EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS. (Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.227-7038 ALT 1 (DEC-07) ALTERNATE I – PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.227-7038 ALT II (DEC-07) ALTERNATE I – PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.228-7001 (JUN-10) GROUND AND FLIGHT RISK. (In paragraph (a)(1)(i) "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." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002 (MAY-11) EARNED VALUE MANAGEMENT SYSTEM. (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7003 (NOV-14) NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.234-7004 (NOV-10) COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 ALT I (NOV-10) ALTERNATE I - COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value is greater than \$50 million.. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.239-7016 (DEC-91) TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES. (Applies if this contract requires securing telecommunications. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 (DEC-12) REQUESTS FOR EQUITABLE ADJUSTMENT. ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 (APR-12) TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY. (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.246-7000 (MAR-08) MATERIAL INSPECTION AND RECEIVING REPORT. (Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.246-7001 (DEC-91) WARRANTY OF DATA. ("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." Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.204-9501 (MAR-07) NATIONAL STOCK NUMBERS (NAVAIR) (Applies to items that are stock numbered under Federal Catalog System procedures "Contracting Officer" means "Lockheed Martin.")

NAVAIR 5252.211-9510 (MAY-11) CONTRACTOR EMPLOYEES (NAVAIR) (Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.227-9507 (OCT-05) NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)

NAVAIR 5252.228-9501 (MAR-99) LIABILITY INSURANCE (NAVAIR) (Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: a) \$200,000 and 500,000; b) \$200,000, \$500,000, \$500,000; c) \$100,000; d) \$200,000, \$500,000, \$200,000, \$200,000. Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.247-9508 (JUN-98) PROHIBITED PACKING MATERIALS (NAVAIR) (Applies if Seller will make shipments under this contract directly to the Government. Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.247-9509 (JUL-98) PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

NAVAIR 5252.247-9510 (OCT-05) PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (Applies if Seller will make shipments under this contract directly to the Government.)

PART III. The following Special Contract Requirements (H clauses) are added:

H-7 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Supplier Data Requirements List (SDRL) or provided in response to any other requirement contained in this contract, which would be deemed "technical data" under DFARS 252.227.7013, Rights in Technical Data–Noncommercial Items (FEB 2014), or "computer software" and "computer software documentation" under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government or LOCKHEED MARTIN, delivery by the SELLER, or provision by the SELLER is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-8 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR 5252.227-9505) (AUG 1987) (VARIATION)

Each Engineering Change Proposal (ECP) submitted by the SELLER shall identify each item of technical data and computer software delivered by the SELLER under any prior Government contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

H-10 DISCLOSURE OF INFORMATION (NAVAIR) (JAN 2007) (VARIATION)

(a) The SELLER shall not release to anyone outside the SELLER's organization any information (e.g., announcement of contact award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless—

- (1) The F-35 Joint Program Office (JPO) has given prior written approval through LOCKHEED MARTIN;

- (2) The information is otherwise in the public domain before the date of release;
or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The SELLER shall submit the original and 1 copy of the information proposed for release to the JSFPO, through LOCKHEED MARTIN.

Where practicable, requests and the specific information may be provided to the Public Affairs Officer through LOCKHEED MARTIN using an electronic medium appropriate for the security level of the information being transmitted. The SELLER shall submit its request to the Public Affairs Officer at least 15 working days before the proposed date for release.

(c) The SELLER shall include a statement indicating the project or effort depicted was or is sponsored by:

F-35 Joint Program Office
Arlington, VA 22202

(d) The SELLER agrees to include a similar requirement in each subcontract or purchase order under this contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer, through LOCKHEED MARTIN.

H-12 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (FEB 2009) (VARIATION)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. Except as otherwise provided by separate agreement between the ISC and SELLER, the ISC has no obligation to SELLER. SELLER is required to provide full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The SELLER acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information, which is proprietary to the prime contractor in addition to third party proprietary data that the prime contractor is authorized to disclose.



(e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the SELLER agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the SELLER sufficiently in advance of any work that may require facility access, cooperation from SELLER, or access to proprietary information belonging to the SELLER or to third parties who may have authorized the SELLER to disclose such data to enable the SELLER to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer, through LOCKHEED MARTIN.