

LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

F-35 Lot 13 AME/PFE/FY19 Initial Production Spares (IDIQ)

PRIME CONTRACT NUMBER N00019-19-D-0015 (previously identified as N00019-18-D-0122)

Generated using Lockheed Martin CorpDocs 2018 Version

Revision 3: January 20, 2022

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

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (OCT 2018) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) (Applies whenever Seller was required to furnish certified cost or pricing data in connection with this Contract. “Contracting Officer” means “Lockheed Martin or the Contracting Officer.” “United States” and “Government” mean “Lockheed Martin.” The rights

and obligations under this clause shall survive completion of the work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLANS (AUG 2018) (Applies if this contract exceeds \$700,000.) (Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

FAR 52.222-50 COMBATTING TRAFFICKING IN PERSONS (OCT 2020) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and Government.")

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0012) (APR 2018) (Applies when this Contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between Seller and the Contracting Officer if such are relevant to this Contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller."

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) (Contract the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2), include that information in the subcontracts covered by this clause.)

DFARS 252.204-7012 SAFEGAURDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontracts.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNICST CHINESE MILITARY OPERATIONS (DEC 2018) (Applies if this Contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.226-7001 UTILIZATION OF INDIAN-OWNED ECONOMIC, ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (In paragraph (c) "Contracting Officer" means Buyer the first time it appears. In subparagraph (f)(1) "Contractor" shall mean "Lockheed Martin." Lockheed Martin shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Lockheed Martin.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this Contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. As used in the clause, "Contracting Officer" means "Lockheed Martin and the Contracting Officer." The terms "Government" means "Lockheed Martin and the Government" except in paragraph (d).)

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND SERVICES OR EQUIPMENT (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2014) (Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b) "Contracting Officer" means "Buyer.")

FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

FAR 52.227-3 PATENT INDEMNITY (APR 1984) – ALTERNATE II (APR 1984) (This patent indemnification shall apply to Commercial Items (as defined in FAR 2.101) included within the end item deliverable.)

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

FAR 52.229-8 FOREIGN COST REIMBURSEMENT CONTRACTS (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" means "Lockheed Martin.")

FAR 52.232-16 PROGRESS PAYMENTS (APR 2012) ("Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed 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 52.232-17 INTEREST (MAY 2014) (Applies to subcontracts that contain FAR clauses which expressly refer to an Interest clause. "Government" means "Lockheed Martin.")

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to subcontracts where software or services will be retransferred to the Government.)

FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016) (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 52.239-1 PRIVACY OR SECURITY SAFEGAURDS (AUG 1996) (Applies if this Contract which security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services.

FAR 52.243-1 ALT V CHANGES FIXED PRICE – ALTERNATE V (APR 1984) (Applies if this Contract is for research and development. "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 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984) (Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-2 ALT I INSPECTION OF SUPPLIES FIXED PRICE – ALTERNATE I (JUL 1985) (Applies to fixed-price incentive type contracts. "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 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) (Applies if Seller shall make direct shipments to the Government.)

FAR 52.247-64 ALT I PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS – ALTERNATE I (APR 2003) (Applies if ocean transportation of supplies is required. In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower tier subcontractor." "Contracting Officer" means "Lockheed Martin.")

FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin.")

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) (Copies of reports provided by Seller under this clause will be provided to Lockheed Martin.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification. "Government" means "Lockheed Martin" except in the definition of "issuing agency" in paragraph (a). Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (Applies to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2017) (Applies 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 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies to subcontracts where the supplier will be in the possession of Government property for the performance of the subcontract.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEP 2014) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applies to subcontracts that require the delivery of hand or measuring tools.)

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (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 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply to Commercial Items as defined in FAR 2.101.)

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) ("Offeror" means "Seller." Contracting Officer"

means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (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 to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011) (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

DFARS 252.229-7011 REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS (SEP 2005) (Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies to cost or incentive contracts valued at \$20,000,000 or more. "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 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value equal to or greater than \$50 million. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value equal to or greater than \$50 million. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004) (Applies is Seller shall perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraph (c) and (d).)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) ("Contractor" shall mean "SELLER" in this clause.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if this Contract requires securing telecommunications.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "Lockheed Martin.")

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)
("Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
(Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) ("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 to Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) (Applies if supplies are stock numbered under the Federal Catalog System. "Contracting Officer" means "Lockheed Martin.")

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

(End of clause)

NAVAIR 5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

NAVAIR 5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

[insert name and address of patent counsel]

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(End of clause)

NAVAIR 5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (APR 1998)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as “the Directive”), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A “Qualified U.S. Contractor” is a private individual or enterprise (hereinafter described as a “U.S. Contractor”) that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in

Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

(End of clause)

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009) (The term “prime contractor” means “Seller.”)

(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. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

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

(d) The prime contractor 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 (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

(End of clause)

NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999) (Applies if Seller shall perform work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, “Insurance--Work on a Government Installation and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of clause)

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this Contract directly to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

(End of clause)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998) (Applies if Seller will make shipment 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.")

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[to be specified in individual orders]

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

(End of clause)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, “Government” means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

H-8 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) 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, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-9 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 Contractor shall identify each item of technical data and computer software delivered by the Contractor 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 AUTHORIZATION TO DELIVER ITEMS CONTAINING HEXAVALENT CHROMIUM IN EXCESS OF LIMITS SET FORTH IN DFARS 252.223-7008 – PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

In accordance with paragraph (c) of DFARS 252.223-7008, “Prohibition of Hexavalent Chromium” (JUN 2013) and paragraph (a) of DFARS 223.7304, the Government has considered the factors contained in paragraph (a) of DFARS 223.7305 and has determined that alternatives to Hexavalent Chromium are either not available or in the Government’s interest for the applications listed below in Table H-9a, “Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System.” Therefore, items using the applications listed below in Table H-9a may be delivered by the Contractor and accepted by the Government even though they contain Hexavalent Chromium in a concentration greater than 0.1 percent by weight in any homogenous material or require the removal or reapplication of Hexavalent Chromium materials during subsequent sustainment phases of the deliverable or construction material. DFARS 252.223-7008, “Prohibition of Hexavalent Chromium” (JUN 2013) applies to all other items delivered under this contract.

Table H-9a:

Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System

Fuel tank coating to AMS-C-27725 Type 2

Sealant to LMA-MU065

Sealant primer to LMA-MR058 Form 1

Adhesive bonding primer to LMA-MD007 Type 2 or ZZZZ00002 Type 2

H-12 RESTRICTION ON THE DELIVERY OR PROCUREMENT OF SUPPLIES AND SERVICES FROM THE REPUBLIC OF TURKEY (“Contractor” means SELLER, “Contracting Officer” means LOCKHEED MARTIN)

(a) Definitions.

- (1) “Component” means any item supplied to the Government or Lockheed Martin as part of an end product including, without limitation, raw materials and intermediate assemblies.
- (2) “Covered article” means any end item, component, software, or service that:
 - (i) Is produced in Turkey or by a covered entity; or
 - (ii) Is a service provided in Turkey or by a covered entity.
- (3) “Covered entity” means an entity that is effectively owned or controlled by the Turkish government.
- (4) “Effectively owned or controlled” means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the entity’s officers or a majority of the entity’s board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).
- (5) “Entity controlled by the Turkish government” means
 - (i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or
 - (ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.
- (6) “Purchase Order” means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

(b) Restrictions.

The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) Reporting requirement.

- (1) In the event the Contractor identifies a covered article provided to the Government or Lockheed Martin during contract performance that was placed on a Purchase Order after 31 March 2020 or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:
 - (i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) The Parties agree that no consideration shall be provided by the Contractor to the Government or Lockheed Martin, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b)(1) above.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.