

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDER

UNDER

JSF LRIP 6 CONTRACT NUMBER N00019-11-C-0083

Generated using Lockheed Martin CorpDocs 2012 Version

July 10, 2012

Revision 2

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract, Purchase Order or Schedule Agreement. Unless otherwise limited in this Contract, Purchase Order or Schedule Agreement each document applies in its entirety.

In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out 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-

FAR 52.223-7 Notice of Radioactive Materials (Jan 1997)

Applies if this contract is for radioactive materials. "Contracting Officer" and "Government" means "Lockheed Martin." The blank in paragraph (a) is replaced with "180 days."

FAR 52.229-8 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

In paragraph (b), "Contracting Officer" and "Government of the U

last sentence of subparagraph (j)(2) are deleted. (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2010)

Applies to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin. (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.239-

**NAVAIR 5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES
(NAVAIR) (OCT 2007) (Does not apply if contract is for a COMMERCIAL Item as defined in FAR
Part 2.101)**

3. The following Section H is added:

SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

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For purposes of this Section H, “Government” means the United States Government.

H-1 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor’s organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

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(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.

(Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

H-5 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006) (APPLICABLE TO COST REIMBURSEMENT CONTRACTS and/ or Line Items ONLY)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its per

Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the Federal Travel Regulation, Joint Travel Regulation, or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) RESERVED

(h) RESERVED

(Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

H-9 MANAGd (()f1.152 o1-4.60.15hNRnF1.3(t)-S1.7(3(UP1.3(t)P)-9(t)-L4.60I)-7NAG)1-4.6(RS.3(ED)]TJ 0 Tc 15

Information, whether delivered under any CDRL or contractor equivalent form of this contract or in response to any other requirement contained in this contract shall be provided via the JSF Virtual

items listed in paragraph (a) above. However, the Contractor shall require the persons listed in paragraph (a) above to deliver or otherwise provide technical data, as defined in DFARS 252.227-7015, Technical Data–Commercial Items (NOV 1995), under this contract for those items listed in paragraph (a) above. Such technical data shall be those technical data customarily provided to the public with the commercial item. In addition, such technical data shall include the following technical data regardless of whether such data are customarily provided to the public:

- (1) Form, fit, and function data as defined in DFARS 252.227-7015, Technical Data–Commercial Items (NOV 1995);
- (2) Data required for repair or maintenance of commercial items, or for the proper installation, operating, or handling of a commercial item, either as a stand alone unit or as a part of a military system, when such data customarily provided to commercial users are not sufficient for military purposes; and
- (3) Data describing the modifications made at Government expense to a commercial item in order to mee