



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS

UNDER

F-35 LRIP 8 (N00019-13-C-0008, N00019-13-C-0013 and N00019-13-C-0014)

Generated using the 2013 version of Lockheed Martin Corpdocs

27 January 2014

Original

The Terms and Conditions listed below are incorporated by reference and made a part of this

(In paragraph (b), "Contracting Officer" and "Government of the United States" means "Lockheed Martin." If work will be delivered or performed outside of the United States, the blanks in this clause shall be construed by the Parties to include the name of the foreign government and name of country in which the work shall be delivered or performed.

FAR 52.232-16 – Progress Payments (April 2012)

(Applies to suppliers paid by means of progress payments)

("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 52.232-32 – Performance Based Payments (April 2012)

(Applies to suppliers paid by means of performance based payments)

("Contracting Officer" and "Government" mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. (Subparagraph (c)(2) of the provision is deleted.)

FAR 52.245-9 – Use and Charges (April 2012)

(Applicable to contracts involving non-com33.065 0 Tsansebasnon

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DFARS 252.222-7006 - Restrictions on the Use of Mandatory Arbitration (Dec 2010)
(Applies to subcontracts for non-commercial items that exceed \$1,000,000)

DFARS 252.229-7006 – Value Added Tax Exclusion (UK) (Dec 2011)

(Applicable only to contracts involving non-commercial items with United Kingdom suppliers to ensure the value added tax is not included in the total contract price).
(Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

DFARS 252.234-7002 - Earned Value Management System (May 2011) (Applies to cost reimbursement contracts.) ("Government" means "Lockheed Martin and Government."
Paragraphs (i) and (j) are deleted.)

DFARS 252.239-7016 - Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991) (Applies to contracts for non-commercial items requires securing telecommunications.)

DFARS 252.243-7002 – Request for Equitable Adjustment (Dec 2012)
(Applicable only to contracts for non-commercial items in excess of \$150,000).
("Government" means "Lockheed Martin.")

DFARS 252.244-7000 - Subcontracts for Commercial Items and Commercial Components (Mar 2013)

DFARS 252.245-7001 - Tagging, Labeling and Marketing of GFP (April 2012)
(Applies to contracts where the items furnished by the contractor will be subject to serialized tracking, should the Statement of Work or another document in the solicitation identify such items subject to serialized tracking.)

DFARS 252.245-7004 - Reporting, Reutilization and Disposal (April 2012)
(Applicable to contracts involving items indicated in this DFAR clause only).
("Contracting Officer" means Lockheed Martin.)

NAVAIR 5252.204-9504 - Disclosure of Contract Information NAVAIR (Jan 2007)

NAVAIR 5252.247-9508 - Prohibited Packaging Materials (June 1998)
(Applies if the Seller is shipping non-commercial items directly to USG)

NAVAIR 5252.247-9509 - Preservation, Packaging, Packing and Marking (Jul 1998)
(Applies if the Seller is shipping non-commercial items directly to USG.)

(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 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, 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 prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the prime contractor sufficiently in advance of any work that may require facility access, cooperation from Lockheed Martin, or access to proprietary information belonging to the prime contractor or to third parties who may have authorized the prime contractor to disclose such data to enable the prime contractor 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.