

**&
For Provisional Use on LRIP 10***

LOCKHEED MARTIN CORP

(The clause is only applicable when the Seller 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.
2012

Aug.

(Not applicable to the Seller when Lockheed Martin has expressly assumed responsibility for marking the property itself elsewhere in the Contract; otherwise, the clause obligates the Seller to perform

(Applicable only to contracts for non-commercial items in excess of \$150,000. "Government" shall mean "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property.
Apr. 2012**

FAR 52.232-32 Performance-Based Payments.

April 2012

(Applicable to the Seller only if under the contract Lockheed Martin will be making financing payments to the Seller in the form of performance based payments. "Contracting Officer" and "Government" shall mean

information, technical data or specifications in this contract.

- (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H-4 CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011 – VARIATION)

(a) In all situations where Seller personnel status is not obvious, Seller's 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 Seller's employee(s) shall:

- (1) Not by word

information, which is proprietary to the Seller 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.

Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per

252.223-7008, "Prohibition of Hexavalent Chromium" (JUN 2013) applies to all other items delivered



(c) Costs-incurred are determined by the SELLER's accounting books and records. LOCKHEED MARTIN intends to rely on the SELLER's submission of cost-incurred information in processing invoices in order to facilitate prompt financing payments.

(d) Verification by LOCKHEED MARTIN of successful performance of each event, according to the criteria outlined in the Performance Based Payments schedule, is required prior to payment.

i If this PSFD is utilized for LRIP 10, the parties acknowledge that this prime contract is currently undefinitized and agree to negotiate in good faith the LRIP 10 PSFD once made available.

This revision contains provisions in the LRIP 9 Production finalized Request for Proposal issued by the U.S. Government's F-35 Joint Strike Fighter Program Office (JSFPO) and are subject to modification once definitized prime contract terms and conditions between Lockheed Martin Aeronautics Co. and the JSFPO have been executed. The original version of this PSFD contained provisions based on the Government's draft RFP.