



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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





**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) INSPECT--I SQ.Q-VQR IEMF Tc 0 Tw 2.717 5.6 [(( )Tj -0.002 Tc 0.005 Tw 0.337(om6(**

**DFARS 252.211-7005 (NOV-**



supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. The clause is not applicable to commercial items defined under 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** (005 hper NER)

**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 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)**

("Contracting Officer" means Lockheed Martin.)

**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 (MAR-14) 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.")

(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.)

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

(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

(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.

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

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.





(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime



NAVAIR 5252.247-span47



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



(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

its personnel.





