

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

F-35/JSF OMNIBUS Basic Ordering Agreement Prime Contract N00019-14-G-0020

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REV 5: 4 AUG 2016

REV 4: 20 JUNE 2016

REV 3: 13 APR 2016

REV 2: 1 OCT 2015

REV 1: 12 JULY 2015

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.

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (SEP 2009) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.223-15 (DEC – 07) ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

FAR 52.227-1 ALT I (APR-84) AUTHORIZATION AND CONSENT. (Applies if this contract exceeds \$25,000.)

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 52.227-

FAR 52.234-4 (MAY-14) EARNED VALUE MANAGEMENT SYSTEM (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 52.243-1 ALT V (APR-84) ALTERNATE V - CHANGES-FIXED-PRICE. ("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 52.243-2 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) INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT. ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.247-64 ALT I (APR-03) ALTERNATE I - PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

FAR 52.249-9 (APR-84) DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT). ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.203-7004 (JAN-15) DISPLAY OF FRAUD HOTLINE POSTER(S) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.204-7012 (NOV-13) SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (In paragraph (b)(1)(ii) "Contracting Officer" means "Lockheed

DFARS 252.225-7027 (APR-03) RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES. (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 (APR-03) EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS. (Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006) (Applies if this order is if for carbon, alloy, and armor steel plate in Federal 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 (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.228-7001 (JUN-10) GROUND AND FLIGHT RISK. (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 for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002 (MAY-11) EARNED VALUE MANAGEMENT SYSTEM. (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. "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 (NOV-14) NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.234-7004 (NOV-10) COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 ALT I (NOV-10) ALTERNATE I - COST AND SOFTWARE DATA REPORTING SYSTEM (

(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 d

Patent Counsel
Office of Counsel/AIR-11.0
Building 2272/Suite 257
NAVAIRSYSCOMHQ
47123 Buse Road/ Unit Moffet
Patuxent River, MD 20670-1547

(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.

The following types of insurance are required in accordance with the clauses

(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.

NAVAIR 5252.247-9510 (OCT-05) PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (Applies if Seller will make shipments under this contract directly to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-

PART III. The following Special Contract Requirements (H clauses) are added:

**H-7 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND
COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED
ELECTRONICALLY**

shall submit the original and 1 copy of the information proposed for release to the JSFPO, through LOCKHEED MARTIN.

Where practicable, requests and the specific information may be provided to the Public Affairs Officer through LOCKHEED MARTIN using an electronic medium appropriate for the security level of the information being transmitted. The SELLER shall submit its request to the Public Affairs Officer at least 15 working days before the proposed date for release.

(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) (Applicable if subcontractor proprietary information will be accessed by government support contractors)

(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. Except as otherwise provided by separate agreement between the ISC and SELLER, the ISC has no obligation to SELLER. SELLER is required to provide full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(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 SELLER 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 SELLER agrees to enter into a

standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The SELLER agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the SELLER

NAVAIR 5252.228-9501 (MAR-99) LIABILITY INSURANCE (NAVAIR)

NAVAIR 5252.247-9508 (JUN-98) PROHIBITED PACKING MATERIALS (NAVAIR)

NAVAIR 5252.247-9509 (JUL-98) PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)

NAVAIR 5252.247-9510 (OCT-05) PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)

Added the following clauses:

DFARS 252.225-7006 (OCT-2010) Quarterly Reporting of Actual Contract Performance Outside of the United States

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (SEP 2009)

FAR 52.227-3 PATENT INDEMNITY (APR 1984) – ALTERNATE II (APR 1984)

DFARS 252.225-7013 DUTY-FREE ENTRY (OCT 2013)

DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.245

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