



**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 6: 22 MAR 2018**

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





Government. Paragraphs (j) and (i) are deleted. Does not apply for Commercial Items as defined in FAR 2.101

**DFARS 252.211-7005 (NOV-05) SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS.** (Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.)

**DFARS 252.211-7006 (SEP-11) PASSIVE RADIO FREQUENCY IDENTIFICATION.** (Applicable to subcontracts where the subcontractor 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 (AUG-12) REPORTING OF GOVERNMENT FURNISHED PROPERTY** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.211-7008 (SEP-10) USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS** (Applies if items are serially managed.)

**DFARS 252.217-7028 (DEC-91) OVER AND ABOVE WORK.** ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Applicable to subcontracts where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.219-7004 (OCT-14) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM).** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

**DFARS 252.222-7007 (JAN-15) REPRESENTATION REGARDING COMBATING TRAFFICKING OF PERSONS**

**DFARS 252.225-7006 (OCT-2010) QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES** (Applies if this contract exceeds \$550,000. Paragraph (f) is deleted.)

**DFARS 252.225-7013 DUTY-FREE ENTRY (OCT 2013)** (In paragraph (c), "Government" and









(c) The above designated Patent Counsel will represent the Procurement Contracting Officer



(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**NAVAIR 5252.247-9508 (JUN-98) PROHIBITED PACKING MATERIALS (NAVAIR)** (Applies if Seller will make shipments under this contract directly to the Government. Does not apply for Commercial Items as defined in FAR 2.101.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper,

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

**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**

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 Items (FEB 2014) shall be preserved and shall be the property of the Government. The contractor shall not release, disseminate, or otherwise make available to any person, in any form or by any means, any technical data, computer software, or computer software documentation, in whole or in part, to any person, in any form or by any means, without the prior written approval of the Government. The contractor shall not release, disseminate, or otherwise make available to any person, in any form or by any means, any technical data, computer software, or computer software documentation, in whole or in part, to any person, in any form or by any means, without the prior written approval of the Government.



