

LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

**F-35/JSF LRIP 9
NON-ANNUALIZED SUSTAINMENT
PRIME CONTRACT NUMBERS N00019-14-R-0026**

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DATED: 05 May 2014 (ORIGINAL)

29 May 2014 (REVISION 1)

08-Oct. 2014 (REVISION 2)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)

(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 their own markings)

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.215-23 Alternate I - Limitations on Pass-Through Charges (OCT 2009)

(Applicable to the Seller under both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$700,000. As prescribed in 15.408(n)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic clause:“(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through

Applicable to all contracts for non-commercial items. Applicable to commercial item contracts only if paragraph (e)(4) of the clause applies.)

NAVAIR 5252.204-9501 National Stock Numbers (MAR 2007)

(The clause is applicable to non-commercial item contracts only; however, the clause is not applicable to items that will be incorporated into higher level assemblies where the item is not separately purchasable (such as for spares) and where the item loses its individual identity in the higher level assembly. The clause is also not applicable to contracts where the item(s) purchased will not be delivered to the Government. "Contracting Officer" shall mean "Lockheed Martin.")

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009)

(The clause is applicable in the event Seller's proprietary information may be required by a government support contractor, or an "ISC". The term "prime contractor" shall mean "Seller.")

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998)

(Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization.)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998)

(Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization. In subparagraph (b), "Contract Number" shall mean "Lockheed Martin's prime contract number and the number assigned to this contract.")

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005)

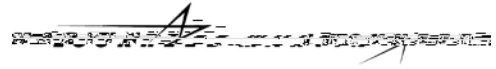
(Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with wILI11(S)1.J-8.9(m)8.2

H-5 5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

Contract Number
N00019-97-C-0038
N00019-02-C-3002
N00019-06-C-0291
N00019-07-C-0097
N00019-08-C-0028
N00019-09-C-0010



(MILSTRIP) for Defense Contractors”, DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The Seller shall prepare for LOCKHEED MARTIN all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer, through LOCKHEED MARTIN.

(d) The Seller is responsible for scheduling the use of all property covered by this clause and neither the Government nor LOCKHEED MARTIN shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

H-8 NAVAIR 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007) (VARIATION)

(a) The Seller shall not release to anyone outside the Seller’s organization any information (e.g., announcement of contact award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless—

- (1) The JSFPO has given prior written approval through LOCKHEED MARTIN;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. “Information” includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The Seller shall submit the original and 1 copy of the information proposed for release to LOCKHEED MARTIN.

Where practicable, requests and the specific information may be provided to LOCKHEED MARTIN using an electronic medium appropriate for the security level of the information being transmitted. The Seller shall submit its request to LOCKHEED MARTIN at least 25 working days before the proposed date for release.

(c) RESERVED

(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 LOCKHEED MARTIN to the Government’s Public Affairs Officer.

H-9 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Subcontract 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

H-26 BASE SUPPORT

(The clause shall not apply to contracts for commercial items)

(a) Definitions

“Base support” includes Government-controlled working space, material, equipment, services, and facilities only as identified in the Incidental Government Property List, Section J, Attachment 1E, or as an attachment contained within the solicitation (RFP) provided to the Seller. If such information is not provided to the Seller, then this clause shall have no applicability to the Seller.

Incidental Government Property is Government property that is incidental to the place of performance, when the contract requires Seller personnel to be located on a Government site or installation, and when the property used by the Seller within the location remains accountable to the Government. Items considered to be incidental to the place of performance include, for example, office space, desks, chairs, telephones, computers, and fax machines. This definition of Incidental Government Property shall include such incidental items furnished by LOCKHEED MARTIN.

All other terms in this clause shall have the same meanings as given in FAR 52.245-1 unless otherwise stated.

(b) Provision of Base Support

- (1) The Government shall provide base support to the Seller through LOCKHEED MARTIN in accordance with this clause, if LOCKHEED MARTIN has authorized such use by the Seller. Failure by the Seller to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required.
- (2) The Government, through LOCKHEED MARTIN, shall provide base support to the Seller on a rent-free basis for performance of this contract and the value shall be a part of the Government's contract consideration, if LOCKHEED MARTIN has authorized such use by the Seller.
- (3) During contract performance, the Seller agrees to immediately report inadequacies, defects, or non-availability of support stipulated by the contract schedule in writing to LOCKHEED MARTIN, which shall notify the contracting officer representative (COR) with a copy of the letter provided to the contracting officer, as necessary. The Seller shall provide with the letter, a written impact statement denoting the immediate impact associated with the effort to be performed, a recommended workaround plan and the contractor estimated costs impact if the deficient product and/or service will be fulfilled by the Seller. The Contracting Officer, with the advice of the COR, will provide written determination to LOCKHEED MARTIN (within 20 workdays from the receipt of initial deficiency report by the Contracting Officer) of the validity and extent of the involved requirement and the method by which the deficient support shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). During contract performance, should the Government terminate a service or support, the Government will notify LOCKHEED MARTIN a minimum of 90 days prior to termination of the service or support, so the Seller may make alternate arrangements or put work around procedures in place. Facilities shall not be purchased under this clause. Additionally, the Seller (or authorized representative) shall not purchase, nor incur costs to furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of LOCKHEED MARTIN, if it has obtained such approval from the Contracting Officer, regarding the price, terms, and conditions of the proposed purchase, ice ore<MCHDS

indirect costs for property will be incurred for any of the items covered under the Incidental

all the affected property in the best possible order, and take such other action as the Government directs.

(3) The Seller shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Incidental Government property.

(4) Upon the request of LOCKHEED MARTIN, if it has received such direction from the s 3[(S)-7.3(h)10.9(a)-4.

3. Release of Responsibility. The Government agrees not to hold the Seller responsible, directly or indirectly, for the delay, non-performance, or other non-compliance of work required under this contract to the extent such delay, non-performance, or non-compliance is solely attributable, in accordance with the terms of the PA and IA, to the action or inaction of an MSD performing an IA related to the Seller's performance obligations under this contract.

a. **Equitable Adjustment.** Subject to the provisions of FAR 52.249-14, Excusable Delays, such delay, non-performance, or other non-compliance attributable to the MSD in performing such PA/IA, may be considered to be an excusable delay for the Seller or non-compliance for which an equitable adjustment in the performance period and/or cost/price of this contract may be provided by the Government to the Seller. Further, such delay, non-performance, or non-compliance determined to be solely attributable to the MSD under FAR 52.249-14, Excusable Delays shall not be used by the Government, in whole or in part, as the basis for termination for default or withholding of payments under tm9.2(h de)o

