



**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**F-35/JSF LRIP 9**

**ANNUALIZED and NON-ANNUALIZED SUSTAINMENT**

**PRIME CONTRACT NUMBER N00019-14-R-1031 and N00019-14-R-0026 and N00019-15-C-0114**

**Generated using Lockheed Martin CorpDocs 2014 Version**

**DATED: 05 May 2014 (ORIGINAL)**

**29 May 2014 (REVISION 1)**

**08 Oct. 2014 (REVISION 2)**

**7 May 2015 (REVISION 3)**

**18 September 2015 (REVISION 4)**

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.

This document includes clauses that flow-down and customer obligations. To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

**PART I.** The dates of the following FAR and DFARS clauses are modified as follows and are incorporated into the Contract:

**RESERVED**

**PART II. ADDITIONS:** The following FAR, DFARS and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

**DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)**

(Applicable to Seller if Seller is provided Government Furnished Property)

**DFARS 252.211-7005 Substitution of Military or Federal Specifications and Standards (NOV 2005)**





(The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) shall be deemed to be completed with "any Government." Subparagraph (b)(2) of the clause is deleted.)

**DFARS 252.246-**



(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
N00019-10-C-0002
N00019-11-C-0083
N00019-12-C-0004
N00019-15-C-0031

(2) Government furnished property to be provided under this contract is denoted in Attachment 27:

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost	
N/A							

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

Schedule/Source	Nomenclature / Description	Part Number	Mf g	Unit of Issue
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Information, whether delivered pursuant to the Subcontract Data Requirements List (SDRL) or provided under DFARS 252.227-7013, Rights in Technical Data

-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government or LOCKHEED MARTIN, delivery by the Seller, or provision by the Seller is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

#### **H-9 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR 5252.227-9507) (OCT 2005)**

(The following clause applies only to contracts where Lockheed Martin is acquiring non-commercial items).

- (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 (ITARs), 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 Seller, 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) Neither the Government nor LOCKHEED MARTIN shall be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
- (d) The Seller shall include the provisions or paragraphs (a) through (c) above in any of its subcontracts awarded under this contract.

#### **H-12 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (FEB 2009)**

- (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. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, 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 prime contractor 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 (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

#### **H-15 CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011 - VARIATION)**

themselves to avoid creating an impression to the public, agency officials, or Congress that such Seller 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.

(1) Not by word or deed give the impression or appearance of being a Government employee;

when in Government spaces, at a Government-



Removed Work Share Agreements  
Removed Base Support  
Removed Partnering with Military Service Depots  
Added FY16 and 9A references in the footers and on the cover page  
Scope of PSFD expanded to include Prime Contract N00019-14