



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

**JSF BLOCK 2B OT UPGRADE MODIFICATIONS
N00019-15-C-0016 (Previously identified as N00019-13-C-0003)**

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**27 January 2014 – Original
18 September 2015 – Rev 1
01 November 2020 – Rev 2**

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.

“Government or Lockheed Martin.” Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.227-3 Patent Indemnity (APR 1984) Alt II This patent indemnification shall apply to Commercial Item (as defined in FAR 2.101) included within the end item deliverable.

FAR 52.227-11 Alt I – Patent Rights – Ownership by the Contractor (JUN 1989)

(Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract. Does not apply if contract is for a commercial item as defined in FAR Part 2.101.)

FAR 52.229-8 Taxes -- Foreign Cost-Reimbursement Contracts (MAR 1990)

(Paragraph (a), insert: any country in which the contractor or any of its subcontractors performs work under this contract. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." Does not apply if contract is for a commercial item as defined in FAR Part 2.101.)

FAR 52.232-16 – Progress Payments (APR 2012)

(Applies to suppliers paid by means of progress payments)
("Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.") (

FAR 52.232-32 – Performance Based Payments (APR 2012)

(Applies to suppliers paid by means of performance based payments)
("Contracting Officer" and "Government" mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. (Subparagraph (c)(2) of the provision is deleted.)

FAR 52.232-17 Interest (OCT 2010)

("Government" means "Lockheed Martin." Does not apply if contract is for a commercial item as defined in FAR Part 2.101.)

FAR 52.245-9 Use and Charges (APR 2012)

(Applies to subcontracts where Government property will be provided or if the subcontract involves the use of Government property. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-15 Certificate of Conformance (AUG 1984)

(Applies if this contract requires delivery of Items directly to the Government.)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this contract requires securing telecommunications. Does not apply if contract is for a commercial item as defined in FAR Part 2.101.)

252.243-7002 Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin." Does not apply if contract is for a commercial item as defined in FAR Part 2.101. Applies to

Items,” or Software and Software Documentation under DFARS 252.227-7014 (Feb 2012), “Rights in Noncommercial Software and Noncommercial Software Documentation,” if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or LOCKHEED MARTIN or delivery by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

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