

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

F-35 Follow On Modernization Phase 2.3

NAVAIR Contract — N00019-19-C-0010

For use with the 2018 version of Lockheed Martin CorpDocs

FoM Block 4 Phase 2.3 Program Sr. Mgr. – Ms. Amber Marler

FoM Block 4 Phase 2.3 Contracts Sr. Mgr. – Mr. Patrick Landrum

REVISION 2: 19 June 2019

REVISION 1: 07 February 2019

ORIGINAL: 06 December 2018

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.

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

Add the following Clauses:

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Dor pricing data at FAR 15

pricing data.

PSFD Contract N0009-19-C-0010

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—
MODIFICATIONS (DEVIATION 2018-O0015) (July 2018)** (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (July 2018)
(Applies when the contract states that it is subject to full CAS coverage. "United States" means "United

DFARS 252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (Sept. 2011). Seller shall reimburse Lockheed Martin for any reduction in fees under the prime contract to the extent Seller's acts or omissions are responsible for covered incidents pursuant to this clause.

DFARS 252.219-7004 (APR-18) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUNE 2010) (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 252.234-7002A EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017) (SEPT 2015) (Applies to cost reimbursement contracts and contracts that exceed \$50 million. "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 252.234-7004 COST aS 2-4.2(D)2.9(M741.03 Tf 1 0 .7l)-47lc)S 2.3(e)-1.4(n p3T Q q B

H-13 RFNIU CLAUSE RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR) (MAY 2016)

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following Lockheed Martin Prime Contracts:

N00019-02-C-3002 SDD

N00019-16-C-0008 C2D2 FoM Phase I

N00019-18-D-0129 ECASE IDIQ

N00019-18-C-1004 C2D2 FoM Phase 2

N00019-10-C-0002 LRIP 5

N00019-11-C-0083 LRIP 6

N00019-12-C-0004 LRIP 7

N00019-15-C-0031 LRIP 8

N00019-14-C-0002 LRIP 9

N00019-15-C-0003 LRIP 10

N00019-16-C-0033 LRIP 11

N00019-17-C-0001 LRIP 12

N00019-14-C-0004 Development Foundation (DFC)

N00019-14-G-0020 Delivery Order 0097 – Development Test Viability

N00019-14-G-0020 Delivery Order 0046 – Tech Refresh 3 N00019-15-C-0105 ACURL

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The SELLER is responsible for scheduling the use of the said property. Lockheed Martin shall not be responsible for conflicts, delay or disruptions to any work performed by the SELLER due to use of the property under this contract or any other contracts under which use of such property is authorized.

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011)

(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 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. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of

information (other than restricted cost or pricing data), which is proprietary to LOCKHEED MARTIN or Seller.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective