

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

F-35

FAR 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.215-21 Alternate I - Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications (OCT 2010) ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

FAR 52.216-16 Incentive Price Revision - Firm Target. (JAN 2022) (Applicable to incentive type subcontracts. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.219-9 Alternate III - Small Business Subcontracting Plan. (JUN 2020) (Applies if this contract exceeds the threshold at FAR 19.702(a). Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.227-22 Major System -- Minimum Rights. (JUN 1987)

FAR 52.246-2 Alternate I - Inspection of Supplies Fixed-Price. (JUL 1985) ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-7 Inspection of Research and Development Fixed-Price. (AUG 1996)  
("Government" means "Lockheed Martin and the Government " in paragraphs (a), (b) and (c).  
"Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement. (MAY 2001)  
("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin.")

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management (JAN 2023) (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.209-7010 Critical Safety Items. (AUG 2011) (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.215-7997 (DEVIATION 2020-O0020) REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SECTION 890 PILOT PROGRAM (AUG 2020) (Applies if the contract exceeds the simplified acquisition threshold. Paragraph (b) is deleted.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (DEC 2022)  
(Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005)  
(Applicable to any subcontract that requires the delivery of hand or measuring tools.)

F-35 TRAINING SYS. SIMULATION IDIQ,

N00019-22-R-0106

Revision 1

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (APR 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7038 Restriction on Acquisition of Air Circuit Breakers. (DEC 2018)  
(Applicable to all subcontracts where air circuit breakers for naval vessels are to be supplied.  
Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 2015) (

includes language stating the Government has agreed to assume such risk of loss. Subparagraph (f) is not applicable to Commercial Items as defined in FAR 2.101.)”

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applicable to subcontracts with United Kingdom suppliers. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.229-7011 Reporting of Foreign Taxes - U.S. Assistance Programs. (DEC 2011) (Applicable to all subcontracts for commodities that exceed \$500. Not applicable to Commercial Items as defined in FAR 2.101. Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

DFARS 252.234-7002A (DEVIATION 2015-O0017) Earned Value Management System. (SEP 2015) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7002 Earned Value Management System. (MAY 2011) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: TBD)

DFARS 252.234-7004 Cost and Software Data Reporting System. (NOV 2014) (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008) (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.239-7010 Cloud Computing Services. (JAN 2023)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (DEC 1991) (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2022) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012) (Applicable to subcontracts where the items furnished by thring Systi









(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: \$\_\_\_\_\_ [insert either \$200,000 or other appropriate amount] per person and \$[insert either \$500,000 or other appropriate amount] per occurrence for bodily injury, other than passenger liability; \$\_\_\_\_\_ [insert either \$200,000 or other appropriate amount] per occurrence for property damage. Passenger bodily injury liability limits of \$\_\_\_\_\_ [insert either \$200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of clause)"

NAVAIR 5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR) (OCT 2013) ("Applicable to all subcontracts that will provide for reimbursement of travel and other costs covered by this clause. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: (a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

(End of clause).")

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (AUG 2019) ("Applies if Seller will make shipments under this contract directly to the Government.)

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005) ("Applies if Seller will make shipments under this contract directly to the Government.

Clause Text: (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.

(End of clause)"

#### Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

#### H-01 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether:

- 1. delivered under any CDRL or contractor equivalent form in a delivery order under this contract, or
- 2. in response to any delivery order statement of work, provided via:
  - a. the JSF Virtual Enterprise,
  - b. the Joint Data Library (JDL), or

c. any other electronic distribution, that would be deemed Technical Data under DFARS 252.227-7013, "Rights In Technical Data—Noncommercial Items," or Software and Software Documentation under DFARS 252.227-7014, "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 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.

## H-02 BASE SUPPORT

### (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. Incidental Government Property is Government property that is incidental to the place of performance, when the contract requires contractor

performed, a recommended workaround plan and the contractor estimated costs impact if the deficient product and/or service will be fulfilled by the contractor. The Contracting

(1) The Government shall deliver to the Contractor the Incidental Government property described as base support in the incidental property list. The Government shall furnish related data and information needed for the intended use of the property. The

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(f) Equitable adjustment.

(1) Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Incidental Government property.

(2) Delivery of Incidental Government property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Incidental Government property.

(4) Failure to repair or replace Incidental Government property for which the Government is responsible. Standard Form 1428

#### H-03 USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS

(a) Definitions. For the purposes of this clause, "noncommercial technical data," "noncommercial computer software," "noncommercial computer software documentation," and "government purpose rights" shall be defined in accordance with in DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2014), and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014).

(b) The Contractor shall not incorporate any Lockheed Martin noncommercial technical ncomna427-

1. Requests shall be presented as part of the relevant Air System Requirements Review



ii. The benefit to the F-35 program for utilizing the specific noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation forming the basis of the notification.

iii. The basis for the assertion (as described in DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)), to include sufficient information to enable the Government to adjudicate the assertion.

(g) At any time, the Contractor may submit a written request for approval (c) or notification (f) to the Procuring Contracting Officer for incorporation of noncommercial technical data, noncommercial computer software, and/or noncommercial computer software documentation as designated in paragraph (b). A request for approval, per section (c) shall include the information in paragraph (c)(2). The Government shall respond to the request for approval within five (5) business days acknowledging approval or disapproval, or requesting additional information. If the Contractor does not receive any response from the Government within five (5) business days of the initial request, the Contractor is authorized to use the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights in the performance of this contract.

(h) This clause shall not apply to technical data and noncommercial software for which data assertions have already been incorporated contractually via the assertions list.

(i) Nothing in this clause shall be interpreted to prevent the Government from challenging data rights assertions in accordance with DFARS 252.227-7019, Validation of Asserted Restrictions – Computer Software (SEP 2016), or 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016).

#### H-04 USE OF GOVERNMENT OWNED FACILITIES

(a) As authorization required by FAR 52.245-9, the Contracting Officer recognizes that the Contractor and its subcontractors may use Government Facilities, which are considered Government Furnished Property for purposes of this Contract, pursuant to the following facilities leases, in the performance of this Contract:

AF Plant 4, Ft. Worth TX, Lease F33657-97-L-2018

AF Plant 6, Marietta GA, Lease F33657-97-L-2019

AF Plant 42, Sites 2 and 8, Palmdale CA, Lease F33657-00-L-2039

(b) If any change in the availability of leased facilities due to loss, destruction or damage, or any change in the terms of the facilities leases identified in this Clause, or any successor lease, causes an increase or decrease in the cost of, or the time required



## H-06 ALTERNATIVE DISPUTE RESOLUTION

(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 an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.



HTXT.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:







## H-23 BASE SUPPORT FROM THE SAHW CONTRACT

### “(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 TBD. Incidental Government Property is Government property that is incidental to the place of performance, when the contract requires contractor personnel to be located on a Government site or installation, and when the property used by the contractor 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.

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 Contractor in accordance with this clause. Failure by the Contractor 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. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment may be made if the Government fails to provide base support by the date(s) required.

(2)The Government shall provide base support to the Contractor on a rent-free basis for performance of this contract and the value shall be a part of the Government's contract consideration.

(3)During contract performance, the Contractor agrees to immediately report inadequacies, defects, or non-availability of support stipulated by the contract schedule in writing to the contracting officer representative (COR) with a copy of the letter provided to the contracting officer. The contractor 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

(4) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred for any of the items covered under the Incidental Government Property, attachment 1E . Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

(c) Use of Incidental Government property.

(1) The Contractor shall use Incidental Government property provided as base support only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of the Incidental Government property provided as base support are prohibited, unless they are

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Incidental Government property provided as base support unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Incidental Government property.

(1) The Government shall deliver to the Contractor the Incidental Government property described as base support in the incidental property list. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Incidental Government property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2)

(i) The Contracting Officer ( )-3.8(C)2..2(t)-to) The Command ( )-4.81rmtd Q q BT /F4BT /F4 111 0,2(e)1.1a1(l)3.5(i)

(e) Contractor Liability for Incidental Government Property.

1. FAR Non-Applicability. Pursuant to FAR 1.104, FAR Applicability, Partnering Agreements (PA) and Implementing Agreements (IA) between the Contractor and Military Service Depots (MSD) are not subject to the FAR or any agency supplements thereto, because the FAR applies to contracts where the Government acts in its capacity as a buyer. No FAR and/or agency supplement flow down clauses shall apply to any PA/IA issued or to any other contractual vehicle placed by the Contractor with an MSD providing a supply/service under this prime contract, except as may be expressly included by mutual consent of the Contractor and the MSD.

a. Non-Applicability of Advanced Payments. Payments made by the Contractor to the MSD, as required by the terms of the PA/IA, shall be considered to be incurred costs under the terms of this contract.

2. TINA Non-Applicability. The Truth in Negotiations Act, 10 USC Section 2306a, as amended, (hereinafter referred to as TINA) and its implementing regulations/clauses, do not apply to any MSD performing under this contract. Accordingly, the Government agrees:

a. The portion of the Contractors contract price that consists of costs relating to work performed by an MSD need not be supported by the submission of certified cost or pricing data and,

b. The absence of such certified data shall not form the basis, directly or indirectly, for a claim by the Government of defective pricing against the Contractor.

3. Release of Responsibility. The Government agrees not to hold the Contractor 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 Contractors 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 Contractor 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 Contractor. 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 w13.tao ineurcost6-5.7( )5.9(t)-4(h)1.9(e)1.a(t)-5.s5.8

Each individual delivery order will identify, through an accompanying Exhibit, what work supplies are to be furnished based on which CLINs are chosen and the quantity procured under the CLIN within the requirements identified in the associated contract Exhibit (A, C, D and E). The Exhibit accompanying each delivery order will identify which part number(s), quantity, delivery location and schedule are required within the bounds of the Exhibits incorporated in this contract.

The Contractor warrants that the unit costs and prices set forth in this contract, identified in Exhibit A, C, D and E are mutually agreed upon as fixed charges for the applicable ordering period. The price of each individual delivery order will be derived by multiplying the price of each item under the applicable Exhibit by the quantity defined by the delivery order. and adding the cost of the associated consumables.

The ELIN delivery date shall be determined by utilizing the date a Delivery Order is placed, the months after receipt of order (ARO) as specified in Exhibit A, C, D and E. All delivery dates will reference the 28th of that month.

Examples:

Delivery Order Award Date: 02 September 2021, ARO: 36 Months, Delivery Date: 28 September 2024

