

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 GERMANY INTEGRATION CONTRACT, N00019-23-C-0058

Generated using Lockheed Martin CorpDocs 2023 Version

Original: 10 October 2023

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

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts. (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____*****. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

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 252.219-7004 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 all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any tier. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

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 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) (MAY 2020)

DFARS 252.227-7038 ALT I Alternate I - Patent Rights-Ownership by the Contractor (Large Business). (DEC 2007) (Applies if this subcontract involves experimental, developmental, or research work. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002A Earned Value Management System. (DEVIATION 2015-O0017) (SEP 2015) ("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: _____*****)\

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JAN 2023) (

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

Installation” or “52.228-7, “Insurance--Liability to Third Persons”) and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$_____ [insert either \$500,000 or other appropriate amount] per accident for bodily injury.

(b) Automobile Insurance: \$_____ [insert either \$200,000 or other appropriate amount]