

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. 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 252.239-7000 Protection Against Compromising Emanations. (OCT 2019)

travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The [Insert PCO or COR] will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor [Insert ""and the Procuring Contracting Officer."" if the COR is reviewing and approving the request.]

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(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

the entity's board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

(5) Entity controlled by the Turkish government means

(i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or

(ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.

(6) Purchase Order means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

(b) Restrictions.

The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:

(i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) The Parties agree that no consideration shall be provided by the Contractor to the Government, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b) above.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)”

H-24 DIMINISHING MANUFACTURING SYSTEMS PART BUYS

“1. Definitions

a. DMS Part An item required for the manufacture or sustainment of the F-35 Air System, that will not be available in the future due to the loss, or impending loss, of manufacturers or suppliers of items or raw materials. Such items include but are not limited to, Commercial-Off-The-Shelf (COTS) or modified COTS (MCOTS) electronic, electro-mechanical, and electro-chemical parts.

b. DMS Part Buys A part procurement addressing an individual DMS event

c. Attachment X, DMS Part Buy Price List and Cap Tracker (PM doc)

d. DMS Part Buy Cap For the purposes of this clause, DMS Part Buy Cap (Cap) means the estimated amount specified in the Attachment X, DMS Part Buy List. The Cap will be established per mutual agreement of the Parties following Contractor submittal of the estimated value of part buys for the contract period of performance (PoP). This estimate shall be based on historical data and industry projections. The Contractors estimate shall reflect known and forecasted F-35 DMS requirements at the time of estimate submittal to support future Air System Production and Sustainment requirements with the exemption of the following:

- a. DMS Parts Buys with a cumulative estimated price exceeding \$10M*
- b. Propulsion System
- c. Special Tooling and Test Equipment (STATE)
- d. Pilot Fit Facilities (PFF)
- e. COTS Software / Operating Systems

To obtain approval to invoice for costs incurred against the CLINs in Attachment X, DMS Part Buy Price List and Cap Tracker, the Contractor shall meet the requirements of paragraphs (b)(1) below.

1. Review Board:

COR meeting minutes documenting the outcome of the DMS Part Buy Review Board,

4. DMS Part Buy Execution

i. DMS Part Buy CLINs 0001 through 0032, will be separately established and fully funded prior to the initial contract award and the annual price finalization and reconciliation modification.

ii. Upon JPO COR authorization, the Contractor will be authorized to submit invoices consistent with Attachment X, DMS Part Buy Price List and Cap Tracker. At no point shall the Contractor be allowed to invoice costs exceeding the DMS Part Buy Cap for the applicable CLIN.

iii. When a determination is made by the Contracting Officer that the anticipated amount of the Governments liability under the contract for funding DMS Part Buys is less than the funding obligated on the applicable CLIN, the recorded obligation may be decreased unilaterally by the amount determined by the Contracting Officer. The Contracting Officer will not unilaterally decrease the funding obligated on the applicable CLIN to cause the funding to become less than the value of the Contractors cost incurred or to be incurred as indicated by the value of DMS Part Buys in process to include DMS Part Buys assigned a Contractor purchase requisition or DMS Part Buys purchase order when included on Attachment X, DMS Part Buy Price List and Cap Tracker.

iv. When it is anticipated that the forecasted DMS Part Buy Cap will be exceeded, the Contractor shall follow the procedures defined in FAR 52.232.20 Limitation of Cost. The Contractor shall notify the Government that costs incurred in the next 60 days for any CLIN will exceed 75% of the estimated costs specified in the Attachment X, DMS Part Buy Price List and Cap Tracker.”

H-29 FINANCING AND PAYMENTS TO SUBCONTRACTORS

“The contractor shall flow down the requirements of DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS WHOLE-CONTRACT BASIS (AUG 2019) (DEVIATION 2019-O0011), or DFARS 252.232-7013, PERFORMANCE-BASED PAYMENTS-DELIVERABLE-ITEM BASIS(AUG 2019) (Deviation 2019-O0011), as applicable, to all subcontractors receiving performance based payments financing under this contract. This requirement is in addition to the requirements contained in applicable financing clauses of this contract, including FAR 52.232-16, PROGRESS PAYMENTS (APR 2012), and FAR 52.232-32, PERFORMANCE BASED PAYMENTS (APR 2012).”