



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-20-C-0026

ACURL CRT Phase II Contract

Generated Using the 2019 Version of the Lockheed Martin CorpDocs

Revision 2: March 30, 2022

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 PSFD is inapplicable PS757.51 Tm0 g0 3(l)7.51 Tm0 g0 3(l)7.51 Tm0 g0 3

FAR 52.227-3 PATENT INDEMNITY (APR 1984)

FAR 52.232-17 INTEREST (MAY 2014)
commercial items as defined by FAR 2.101.)

LOCKHEED MARTIN.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to subcontracts where software or services will be retransferred to the Government.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Applies to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through LOCKHEED MARTIN.)

FAR 52.246-2 ALT I INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) – ALTERNATE I (JUL 1985)
(Applies to fixed price incentive type contracts. "Government" means "LOCKHEED MARTIN and the Government" except in paragraphs (f), (j), and (l) where it means "LOCKHEED MARTIN." "Contracting Officer" means "LOCKHEED MARTIN.")

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

DFARS 252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012) (Applies if the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if the supplier will be in the possession of Government property for the performance of the subcontract. Not applicable if LOCKHEED MARTIN will assume responsibility for making the property.)

DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (LOCKHEED MARTIN)

DFARS 252.227-7014 ALT I – ALTERNATE I – RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017) (Applies to cost or incentive subcontracts in excess of \$10

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies to subcontracts in excess of \$50,000,000.)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies to all subcontracts where subcontractor personnel will access DoD information systems.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies to all subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) (Applies to subcontracts LOCKHEED MARTIN.)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Applies if this Contract requires delivery of Items directly to the Government.)

NAVAIR 5252.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (AUG 2019) (Applies if SELLER will make shipments under this Contract directly to the Government.)

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

clauses are incorporated into the Contract in full text:

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

Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) or provided in response to any other requirement contained in this contract, which would be deemed technical data under DFARS 252.227- 7013 RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS (JUN 2013), or computer software and computer software documentation under DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision 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.

NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (MAR 2007) (Applies to all subcontracts except subcontracts for items that will be incorporated into higher-level assemblies where the item is not separately purchasable (such as for spares) and where the item loses its individual identity in the higher-level assembly or subcontracts where the item purchased will not be delivered to the Government under the prime contract. "Contracting Officer" means "LOCKHEED MARTIN. Not applicable to commercial items as defined by FAR 2.101.)

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this Contract or elsewhere in this Contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

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 workspaces in support of

may be made by facsimile or email, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.