



**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER**



persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States.) (Communications with the Contracting Officer shall be made through Lockheed Martin.)

**DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 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. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.)

**DFARS 252.229-7003 TAX EXEMPTIONS – ITALY (MAR 2012)** (Applies where work will be performed in Italy.)

**DFARS 252.229-7006 (DEC-11) VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)** (Applies if SELLER is a United Kingdom firm. "This contract" means "the prime contract.")

**DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0015) (SEP 2015)** (Applies for cost or incentive type contracts valued at \$100,000,000 or more) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.

**DFARS 252.234-7004 ALT I COST AND SOFTWARE DATA REPORTING SYSTEM - ALTERNATE I (NOV 2014)** (Applies if contract is equal to or greater than \$20 million, but less than or equal to \$50 million.) (In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)** (Applies if SELLER personnel is required to interact with detainees in the course of their duties during the performance of this Contract.)

**DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)** (Applies if SELLER shall perform classified work.) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and Government" in paragraphs (c) and (d).)

**DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)** (Applies if SELLER personnel shall access DoD information systems during the performance of this Contract.)

**DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)** (Applies if this contract requires securing

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)** (Applies if items furnished by SELLER will be subject to serialized tracking.)

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)** (Applies to subcontracts where government property is located at supplier facilities.) ("Contracting

**NAVAIR 5252.228-9501 (MAR-99) LIABILITY INSURANCE**

The following types of insurance are required in accordance with the clause entitled, [insert "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons""] and shall be maintained in the minimum amounts shown:



- (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



- (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 the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
  - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

#### **H-25 COSTS INCURRED FOR SPECIFIC COMMERCIAL AND CONSUMABLE ITEMS**

Costs incurred for trucks; golf carts; and office, cleaning, and medical supplies, are deemed unallowable under this contract. The F-35 Joint Program Office (JPO) may not procure passenger motor vehicles in accordance with Title 31 U.S. Code § 1343, which prohibits the lease or procurement of passenger motor vehicles without specific authorization in an appropriation. Further, NMCARS 5201.601-90(c)(6)(L) makes a unique delegation to NAVFACENGCOM of contracting authority for the procurement and maintenance of automotive vehicles. Additionally, the contractor shall not include Information Technology (IT) assets which to not touch the airplanes or the Autonomic Logistics Information System (ALIS) directly. The contractor shall provide a list of any requirements for any item identified as unallowable in this clause in order to allow the JPO to facilitate procuring them via other contract vehicles.

#### **H-26 USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS**

If the SELLER believes it to be in the best interest of the F-35 program to consider use or incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose rights other than assertions previously accepted under SELLER's F-35 contracts, the SELLER shall submit a written request for approval to the BUYER prior to use or incorporation. The request for approval shall describe:

1. alternatives evaluated;
2. the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights;
3. the name of the entity asserting less than Gnt5.2(8-4.7(ni)-4.8( )-1.1(Pu)9.6(c)8.p(do)-2.9(s)-2.7(e)-1.1( )-1.R O

BUYER shall provide timely notice of the Government's response upon receipt from the Contracting Officer. Nothing in this clause precludes the Government from challenging any data rights assertions pursuant to DFARS 252.227-7019 or DFARS 252.227-7037.