



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

F-35/JSF OMNIBUS Basic Ordering Agreement Prime Contract N00019-14-G-0020

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REV 2: 1 OCT 2015

REV 1: 12 JULY 2015

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 to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

PART I. The dates of the following FAR and DFARS clauses are modified as follows:

RESERVED

PART II. The following FAR, DFARS, and other Agency clauses are added:

	CITATION	DATE	TITLE	NOTES
FAR	52.215-23 ALT I	Oct-09	Alternate I - Limitations on Pass-Through Charges.	Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold

				for obtaining cost or pricing data in accordance with FAR 15.403-4.
FAR	52.216-16	Oct-97	Incentive Price Revision Firm Target.	Applies if this is an Incentive Price Revision contract. "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.
FAR	52.222-50	Mar-15	COMBATING TRAFFICKING IN PERSONS	("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")
FAR	52.223-16 ALT I	Dec-07	Alternate I - IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.	
FAR	52.227-1 ALT I	Apr-84	Authorization and Consent.	
FAR	52.228-3	Apr-84	Workers' Compensation Insurance (Defense Base Act).	Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)
FAR	52.228-4	Apr-84	Workers' Compensation and War-Hazard Insurance Overseas.	
FAR	52.229-8	Mar-90	Taxes Foreign Cost-Reimbursement Contracts.	In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with information specified elsewhere in the contract.
FAR	52.232-17	Oct-10	Interest.	Applies if this Contract contains FAR clauses which expressly refer to an Interest clause, e.g.

				fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17 . Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin."
FAR	52.232-32	Apr-12	Performance-Based Payments.	Applies if Seller is receiving Performance Based Payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.
FAR	52.239-1	Aug-96	Privacy or Security Safeguards.	
FAR	52.232-39	Jun-13	Unenforceability of Unauthorized Obligations.	
FAR	52.234-4	May-14	Earned Value Management System	Applies if this is an Incentive contract greater than \$20,000,000. "Government" means "Lockheed Martin and Government."
FAR	52.243-1 ALT V	Apr-84	Alternate V - Changes-Fixed-Price.	Applies if this Contract is for Research and Development. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.
FAR	52.243-2 ALT I	Apr-84	Alternate I - Changes-Cost-Reimbursement.	"Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as

				subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.
FAR	52.243-2 ALT II	Apr-84	Alternate II - Changes-Cost-Reimbursement.	"Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.
FAR	52.245-9	Apr-12	Use and Charges.	Communications with the Government under this clause will be made through Lockheed Martin.
FAR	52.246-1	Apr-84	Contractor Inspection Requirements.	Government" means "Lockheed Martin."
FAR	52.246-2 ALT I	Jul-85	Alternate I - Inspection of Supplies Fixed-Price.	"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	52.246-8	May-01	Inspection of Research and Development Cost-Reimbursement.	"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.
FAR	52.246-15	Apr-84	Certificate of Conformance.	Applies if Seller will make shipments under this contract directly to the Government.
FAR	52.247-64 ALT I	Apr-03	Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels.	In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor."

				"Contracting Officer" means "Lockheed Martin."
FAR	52.249-9	Apr-84	Default (Fixed-Price Research and Development).	"Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.

DFARS	252.204-7012	Nov-13	Safeguarding of Unclassified Controlled Technical Information	In paragraph (b)(1)(ii) "Contracting Officer" means "Lockheed Martin." In paragraph (d)(5) "Contracting Officer" means "Lockheed Martin and the Contracting Officer." Copies of all reports made to the Government under this clause shall be provided to Lockheed Martin at the time such reports are submitted.
DFARS	252.209-7010	Aug-11	Critical Safety Items	
DFARS	252.211-7005	Nov-05	Substitutions for Military or Federal Specifications and Standards.	Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.
DFARS	252.211-7006	Sep-11	Passive Radio Frequency Identification.	
DFARS	252.211-7007	Aug-12	Reporting of Government Furnished Property	Applies if Seller will be in possession of Government property for the performance of this contract.
DFARS	252.211-7008	Sep-10	Use of Government-Assigned Serial Numbers	Applies if items are serially managed.

DFARS	252.217-7028	Dec-91	Over and Above Work.	"Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.
DFARS	252.219-7004	Jan-11	Small Business Subcontracting Plan (Test Program).	
DFARS	252.222-7007	Jan-15	Representation Regarding Combating Trafficking of Persons	
DFARS	252.223-7006	Sep-14	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	"Government" means "Lockheed Martin and Government"
DFARS	252.225-7015	Jun-05	Restriction on Acquisition of Hand or Measuring Tools.	
DFARS	252.225-7027	Apr-03	Restriction on Contingent Fees for Foreign Military Sales.	The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.
DFARS	252.225-7028	Apr-03	Exclusionary Policies and Practices of Foreign Governments.	
DFARS	252.227-7017	Jan-11	Identification and Assertion of Use, Release, or Disclosure Restrictions	"Offeror" means "Seller." "Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.
DFARS	252.227-7038 ALT 1	Dec-07	Alternate I – Patent Rights Ownership by the Contractor	Applies if this subcontract involves experimental, developmental, or research work.

DFARS	252.227-7038 ALT II	Dec-07	Alternate I – Patent Rights Ownership by the Contractor	Applies if this subcontract involves experimental, developmental, or research work.
DFARS	252.228-7001	Jun-10	Ground and Flight Risk.	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.
DFARS	252.234-7002	May-11	Earned Value Management System.	Applies if this is an Incentive contract equal to or greater than \$20,000,000. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.
DFARS	252.228-7003	Dec-91	Capture and Detention.	
DFARS	252.234-7003	Nov-14	Notice of Cost and Software Data Reporting System	Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.
DFARS	252.234-7004	Nov-10	Cost and Software Data Reporting System	Applies if contract value equal to or greater than \$20 million. In paragraph

				(b), "Government" means Lockheed Martin.
DFARS	252.234-7004 ALT I	Nov-10	Alternate I - Cost and Software Data Reporting System	In paragraph (b), "Government" means Lockheed Martin.
DFARS	252.239-7016	Dec-91	Telecommunications Security Equipment, Devices, Techniques, and Services.	Applies if this contract requires securing telecommunications.
DFARS	252.243-7002	Dec-12	Requests for Equitable Adjustment.	"Government" means "Lockheed Martin."
DFARS	252.245-7001	Apr-12	Tagging, Labeling, and Marking of Government-Furnished Property.	
DFARS	252.245-7004	May-13	Reporting, Reutilization, and Disposal.	"Contracting Officer" means Lockheed Martin.
DFARS	252.246-7000	Mar-08	Material Inspection and Receiving Report.	Applies if this contract requires delivery of Items directly to the Government.
DFARS	252.246-7001	Dec-91	Warranty of Data.	"Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government."
NAVAIR	5252.204-9501	Mar-07	NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)	Applies to items that are stock numbered under Federal Catalog System procedures "Contracting

				Officer" means "Lockheed Martin."
NAVAIR	5252.211-9510	May-11	CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)	
NAVAIR	5252.227-9507	Oct-05	NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)	
NAVAIR	5252.228-9501	Mar-99	LIABILITY INSURANCE (NAVAIR) (MAR 1999)	Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: a) \$200,000 and 500,000; b) \$200,000, \$500,000, \$500,000; c) \$100,000; d) \$200,000, \$500,000, \$200,000, \$200,000.) The blank coverage minimum requirements in the clause are completed with information provided elsewhere in the solicitation and contract documents.
NAVAIR	5252.247-9508	Jun-98	PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)	Applies if Seller will make shipments under this contract directly to the Government
NAVAIR	5252.247-9509	Jul-98	PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)	Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract."

NAVAIR	5252.247-9510	Oct-05	PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)	Applies if Seller will make shipments under this contract directly to the Government.
NAVAIR	5252.232-9529	Dec-12	INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)	

PART III. The following Special Contract Requirements (H clauses) are added:

H-7 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Supplier Data Requirements List (SDRL) 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 (MAY 2013), 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 or LOCKHEED MARTIN, delivery by the SELLER, or provision by the SELLER is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-8 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR 5252.227-9505) (AUG 1987) (VARIATION)

Each Engineering Change Proposal (ECP) submitted by the SELLER shall identify each item of technical data and computer software delivered by the SELLER under any prior Government contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

H-10 DISCLOSURE OF INFORMATION (NAVAIR) (JAN 2007) (VARIATION)

(a) The SELLER shall not release to anyone outside the SELLER's organization any information (e.g., announcement of contact award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless—

- (1) The F-35 Joint Program Office (JPO) has given prior written approval through LOCKHEED MARTIN;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The SELLER shall submit the original and 1 copy of the information proposed for release to the JSFPO, through LOCKHEED MARTIN.

Where practicable, requests and the specific information may be provided to the Public Affairs Officer through LOCKHEED MARTIN using an electronic medium appropriate for the security level of the information being transmitted. The SELLER shall submit its request to the Public Affairs Officer at least 15 working days before the proposed date for release.

(c) The SELLER shall include a statement indicating the project or effort depicted was or is sponsored by:

F-35 Joint Program Office
Arlington, VA 22202

(d) The SELLER agrees to include a similar requirement in each subcontract or purchase order under this contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer, through LOCKHEED MARTIN.

H-12 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (FEB 2009) (VARIATION)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. Except as otherwise provided by separate agreement between the ISC and SELLER, the ISC has no obligation to SELLER. SELLER is

required to provide full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The SELLER acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information, which is proprietary to the prime contractor in addition to third party proprietary data that the prime contractor is authorized to disclose.

(e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the SELLER agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the SELLER sufficiently in advance of any work that may require facility access, cooperation from SELLER, or access to proprietary information belonging to the SELLER or to third parties who may have authorized the SELLER to disclose such data to enable the SELLER to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer, through LOCKHEED MARTIN.

REV 2 Summary of Changes--

- Sole change for REV 2 was to add clause FAR 52.222-50 (MARCH 2015).