



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

*F-35 Follow On Modernization Phase 2.3*

*NAVAIR Contract -- N00019-19-C-0010*

**For use with the 2018 version of Lockheed Martin CorpDocs**

**REVISION 1: 07 February 2019**

**ORIGINAL: 06 December 2018**

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

**Add the following Clauses:**

**FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)** (Does not apply for Commercial Items as defined in FAR 2.101.)

**FAR 52.215-23 - ALTERNATE I - LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)** (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. Does not apply for Commercial Items as defined in FAR 2.101.)

**FAR 52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)** (Does not apply for Commercial Items as defined in FAR 2.101.)

**FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

**FAR 52.227-1 ALT I AUTHORIZATION AND CONSENT (April 1984)** (Does not apply for Commercial Items as defined in FAR 2.101).

**FAR 52.232-17 INTEREST (MAY 2014)** (Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin.")

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

**FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)** (Applicable to subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Does not apply for Commercial Items as defined in FAR 2.101.)

**FAR 52.243-2 CHANGES-COST-REIMBURSEMENT (AUG 1987) ALT 1 (APR 1984)**  
("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. Applies if this is a Cost Reimbursement contract.)

**FAR 52.243-2 CHANGES-COST-REIMBURSEMENT ALT 11 (APR 1984)** ("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. Applies if this is a Cost Reimbursement contract.)

**FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2018)**

**FAR 52.245-9 USE AND CHARGES (APR 2012)** (Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (APR 1984)** ("Government" means "Lockheed Martin." Applies if this is a Cost Reimbursement contract.)

**DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)** (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this contract.)

**DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)**  
(Applicable to Seller only if it will be in possession of government property for the performance of this contract.)

**DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)** (Does not apply for Commercial Items as defined in FAR 2.101)

**DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUNE 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. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7002A EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (SEPT 2015)** (Applies to cost reimbursement contracts and contracts that exceed \$50 million. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)** (Applies to contracts that exceed \$50 million; In paragraph (b), "Government" means Lockheed Martin; not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)** (Does not apply for Commercial Items as defined in FAR 2.101; "Government" means "Lockheed Martin.")

**DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)**

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

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016)** (Applicable if government property may be located at supplier facilities. "Contracting Officer" means Lockheed Martin.)

## **H-2 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-9 - USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS**

If SELLER determines it to be in the best interest of the F-35 program to incorporate any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation

with less than Government Purpose rights into a deliverable under this contract, SELLER shall submit a written request for approval to the LOCKHEED MARTIN Procurement Representative prior to incorporation into a deliverable under this contract. The request for approval shall describe all of the following:

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 Government Purpose Rights;
4. the basis for the assertion as specified in DFARS 252.227-7017;
5. and a Rough Order of Magnitude to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 (Rights in Technical Data – Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation).

LOCKHEED MARTIN shall respond to the request for approval within 30 business days acknowledging approval/disapproval or requesting additional information. If SELLER does not receive any response from LOCKHEED MARTIN within 30 business days of the initial request, SELLER is authorized to use the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights in the performance of this contract.

This clause shall not apply to technical data and noncommercial software for which data rights assertions have already been incorporated contractually via the data assertions list.

Nothing in this clause changes SELLER's rights under DFARS 252.227-7013 or DFARS 252.227-7014 to supplement the data rights assertions with additional Data Rights Assertions and seek concurrence to add into the contract through bilateral modification to said contract.

#### **5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR) (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 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 Government Contracting Officer's Representative.

(b) If Seller's employees are wearing a badge that is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Government Contracting Officer's Representative and approved by the Government Contracting Officer through LOCKHEED MARTIN to the Seller.

(c) LOCKHEED MARTIN will make the final determination of compliance with regulations with regard to proper identification of contractor employees.

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

(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. The ISC has no obligation to the prime contractor. The Seller is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an 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 (other than restricted cost or pricing data), which is proprietary to LOCKHEED MARTIN or Seller.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR) (OCT 2013)**

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. No prior approval is required for travel under this contract.

(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 as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.