

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
POLAND INTEGRATION CONTRACT N00019-21-C-0024

Generated using Lockheed Martin CorpDocs 2021 Version

Original: August 19, 2021

Revision 1: June 10, 2024

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.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.222-41 Service Contract Act of 1965 (NOV 2007)

FAR 52.225-5 Trade Agreements (NOV 2013)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

RESERVED

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair (MAY 2014) (Applicable to all subcontracts for exempt services.)

FAR 52.222-53 Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements. (MAY 2014) (Applicable to all subcontracts for exempt services.)

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990) (Applies if this is a cost-reimbursement contract that is to be performed wholly or partly in a foreign country.) (In paragraph (b), "Contracting Officer" and "Government of the United States" means "Lockheed Martin.")

FAR 52.232-17 Interest (MAY 2014) (Applies if this Contract expressly refers to an Interest clause.) ("Government" means "Lockheed Martin".)

FAR 52.232-32 Performance-Based Payments. (APR 2012) (*Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUNE 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.234-4 Earned Value Management System (NOV 2016) (Applies if SELLER is required to use an EVMS)

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applies if this Contract is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services.)

FAR 52.243-2 ALT I Changes-Cost-Reimbursement Alternative I (APR 1984) (Applies if this is a cost-reimbursement type contract and is for services only.) ("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 Use and Charges (APR 2012) (Applies if Government property will be provided.) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-1 Contractor Inspection Requirements. (APR 1984) ("Government" means "Lockheed Martin.")

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement (MAY 2001) (Applies to cost-reimbursement research and development contracts.)("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 52.247-64 ALT I Preference for Privately Owned U.S.-Flag Commercial Vessels Alternate I (APR 03) (In the last sentence of paragraph (c) “Subcontractor” means “Seller and lower tier subcontractor.” “Contracting Officer” means “Lockheed Martin.”)

DFAR 252.209-7009 Organizational Conflict of Interest-Major Defense Acquisition Program (MAY 2019)

DFAR 252.209-7010 Critical Safety Items (AUG 2011)

DFAR 252.211-7006 Passive Radio Frequency Identification (DEC 2019) (Applies if SELLER will make direct shipments of items meeting the criteria at FAR 211.275-2 to the Government.)

DFAR 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if SELLER will be in possession of Government property for the performance of this Contract.)

DFAR 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if SELLER will be in possession of Government property for the performance of this Contract and Lockheed Martin has not assumed responsibility for marking the property.)

DFAR 252.217-7028 Over and Above Work (DEC 1991) (Applies where over and above work may be required and no specific arrangement for handling such work is specified in this Contract.) (“Administrative Contracting Officer,” “Contracting Officer,” and “Government” mean Lockheed Martin. Paragraph (f) is deleted.)

DFAR 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies is SELLER is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFAR 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Material (SEP 2014) (Applies where this Contract requires, may require, or permit SELLER to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.) (“Government” means “Lockheed Martin and Government.”)

DFAR 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (Applies if SELLER shall be required to delivery hard or measuring tools.)

DFAR 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (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.)

DFAR 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFAR 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) (“Contracting Officer” means “Lockheed Martin or Contracting Officer.” In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFAR 252.227-7021 Rights in Data-Existing Works (MAR 1979) (Applies if this Contract requires the delivery of “existing works” as defined in this clause. “Government” means “Lockheed Martin and the Government.”)

DFAR 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.)

DFAR 252.234-7002 Earned Value Management System (MAY 2011) (“Government” means “Lockheed Martin and Government.” Paragraphs (i) and (j) are deleted.)

DFAR 252.234-7004 ALT I Cost and Software Data Reporting System-Alternate I (NOV 2014) (In paragraph (b), “Government” means Lockheed Martin.)

DFAR 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.)

DFAR 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this Contract requires securing telecommunications.)

DFAR 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000.) (“Government” means “Lockheed Martin.”)

DFAR 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (DEC 2012) (Applies if items furnished by Seller are subject to serialized tracking.)

DFAR 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) (Applies if Government property will be located at Seller’s facilities.)

DFAR 252.246-7001 Warranty of Data (MAR 2014) (Applies if data will be acquired from Seller.) (“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, 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 5252.211-9510 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 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.

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) (The term "prime contractors" means "Seller.")

- (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 prime contractor 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 prime contractor 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 the prime contractor.

(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.

NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999) (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, "FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this Contract directly to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9510 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.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

- (2) Part Number (with CAGE Code).
 - (3) For - the organization/address the material is shipped to.
 - (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
 - (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
- (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

PART IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

H-6 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER

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 2014), 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.

H-7 USE OF GOVERNMENT OWNED FACILITIES

As authorization required by FAR 52.245-9, the Contracting Officer recognizes that the Contractor and its Subcontractors may use Government Facilities, which are considered Government Furnished Property for purposes of this contract, pursuant to the following facilities leases, in the performance of this contract:

AF Plant 4, Ft. Worth TX, Lease F33657-97-L-2018

AF Plant 6, Marietta GA, Lease FA8623-21-L-0001

AF Plant 42, Sites 2 and 7e, Palmdale CA, Lease F33657-00-L-2039

If any change in the availability of leased facilities due to loss, destruction or damage, or any change in the terms of the facilities leases identified in this clause, or any successor lease, causes an increase in the cost of, or the time required for, performance of any part of the work under this contract, or both, the Contractor shall be entitled to an appropriate equitable adjustment under this contract.

Revision 1 dated June 10, 2024. The following clauses have been deleted or added:

Deleted:

FAR 52.222-41 Service Contract Act of 1965 (NOV 2007)

FAR 52.225-5 Trade Agreements (NOV 2013)

Added:

FAR 52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair (MAY 2014)

FAR 52.222-53 Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements. (MAY 2014)

FAR 52.232-32 Performance-Based Payments. (APR 2012)

FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)

H-6 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER

H-7 USE OF GOVERNMENT OWNED FACILITIES