

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 GERMANY INTEGRATION CONTRACT, N00019-23-C-0058

Generated using Lockheed Martin CorpDocs 2023 Version

Original: 10 October 2023

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:

RESERVED

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 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.227-1 ALT I Alternate I - Authorization and Consent. (APR 1984) (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts. (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____*****. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

DFARS 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.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) (Applicable to all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any tier. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (APR 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) (MAY 2020)

DFARS 252.227-7038 ALT I Alternate I - Patent Rights-Ownership by the Contractor (Large Business). (DEC 2007) (Applies if this subcontract involves experimental, developmental, or research work. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002A Earned Value Management System. (DEVIATION 2015-O0017) (SEP 2015) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: _____*****)\

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JAN 2023) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008) (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (DEC 1991) (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2022.) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7999 Section 3610 Reimbursement. (DEVIATION 2020-O0021) (AUG 2020) (Applicable to any subcontract modification that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017) (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7001 Warranty of Data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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.")

DFARS 252.246-7001 ALT II Alternate II - Warranty of Data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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 5252.247-9510 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.

Clause Text: (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.

(End of clause)"

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)

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

NAVAIR 5252.228-9501 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: _____ . Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: The following types of insurance are required in accordance with the clause entitled, _____ [insert either "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:

(a) Comprehensive General Liability: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$_____ [insert either \$500,000 or other appropriate amount] per accident for bodily injury.

(b) Automobile Insurance: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$_____ [insert either \$500,000 or other appropriate amount] per accident for bodily injury and \$_____ [insert either \$500,000 or other appropriate amount] 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: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$[insert either \$500,000 or other appropriate amount] per occurrence for bodily injury, other than passenger liability; \$_____ [insert either \$200,000 or other appropriate amount] per occurrence for property damage. Passenger bodily injury liability limits of \$_____ [insert either \$200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of clause)"

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

RESERVED