

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-35 TRAINING SYS. SIMULATION IDIQ**  
**CONTRACT N00019-24-D-0110**

**Generated using Lockheed Martin CorpDocs 2025 Version**

**Original: 12 June 2025**

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 [52.203-15](#) (Jun 2010) Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.**

**FAR [52.203-16](#) (Jun 2020) Preventing Personal Conflicts of Interest.**

**FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications Alternate I (Oct 2010)** "Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).

**FAR 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (JAN 2022)** Applicable to incentive type subcontracts. "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. Not applicable to Commercial Items as defined in FAR 2.101.

**FAR [52.227-22](#) (Jun 1987) Major System -- Minimum Rights.**

**FAR 52.232-16 PROGRESS PAYMENTS (NOV 2021)** (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

**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)**

**FAR 52.245-9 USE AND CHARGES (APR 2012)** Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.

**FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT (MAY 2001)** "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. Not applicable to Commercial Items as defined in FAR 2.101.

**FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)** Applicable to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.

**DFARS [252.204-7004](#) (Jan 2023) Antiterrorism Awareness Training for Contractors.**

**DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)** Applies in all solicitations for subcontracts for items containing Critical Safety Items.

**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--BASIC (SEP 2014)** Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.

**DFARS [252.225-7015](#) (Jun 2005) Restriction on Acquisition of Hand or Measuring Tools.**

**DFARS [252.225-7028](#) (Apr 2003) Exclusionary Policies and Practices of Foreign Governments.**

**DFARS [252.225-7038](#) (Jul 2023) Restriction on Acquisition of Air Circuit Breakers.**

**DFARS [252.225-7040](#) (Oct 2023) Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.**

Applies if Seller will deploy 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 252.225-7053 REPRESENTATION REGARDING PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (AUG 2021)**

**DFARS [252.225-7054](#) (Jan 2023) Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation.**

**DFARS 252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (JAN 2023)**

**DFARS [252.225-7972](#) (May 2020) (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015)**

**DFARS [252.228-7001](#) (Mar 2023) Ground and Flight Risk.**

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." In paragraph (a) references to "contract" or "contract Schedule" in the definitions for "aircraft", "covered aircraft" and "flight" means "the prime contract." Paragraph (f) is inapplicable in subcontracts for commercial products or commercial services. Any provisions within 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. Clause does not apply in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.

**DFARS [252.229-7006](#) (Dec 2011) Value Added Tax Exclusion (United Kingdom)**

Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract."

**DFARS [252.229-7011](#) (Sep 2005) Reporting of Foreign Taxes - U.S. Assistance Programs.**  
Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.

**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.

**DFARS [252.234-7004](#) (Nov 2014) Cost and Software Data Reporting System.**  
In paragraph (b), "Government" means Lockheed Martin.

**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 [252.239-7010](#) (Jan 2023) Cloud Computing Services.**  
Applies if this Contract involves use of cloud services.

**DFARS [252.239-7016](#) (Dec 1991) Telecommunications Security Equipment, Devices, Techniques, and Services.**  
Applies if this contract requires securing telecommunications.

**DFARS [252.243-7002](#) (Dec 2022) Requests for Equitable Adjustment.**  
"Government" means "Lockheed Martin."

**DFARS 252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)**

**DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (JAN 2023)** In paragraph (g) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt Payment clause" are deleted. If this contract is less than the simplified acquisition threshold only paragraphs (a) through (e) and paragraph (i) of the clause applies.

**NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)** "Contracting Officer" means "Lockheed Martin."

**NAVAIR [5252.211-9510](#) (May 2011) CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)**

**NAVAIR 5252.227-9509 SUMMARY RELIABILITY ASSURANCE/BURN-IN TESTS REPORTS (NAVAIR) (OCT 2005)**

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

**NAVAIR [5252.228-9501](#) (Mar 1999) 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: TBD.

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

**NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998)** "Applies if Seller will make shipments under this contract directly to the Government. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: 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.

(End of clause)"

**NAVAIR [5252.247-9510](#) (Oct 2005) 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.

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

**H-01 BASE SUPPORT PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY (Aug-24)**

"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 (FEB 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-03 USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS (Aug-24)**

"(a) Definitions. For the purposes of this clause, "noncommercial technical data," "noncommercial computer software," "noncommercial computer software documentation," and "government purpose rights" shall be defined in accordance with in DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2014), and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014).

(b) The Seller shall not incorporate any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation into the Phase 2.3 design at the Tactical Software Application Level (above middleware) with less than government purpose rights without first providing written notification to the Lockheed Martin Procurement Representative.

1. Notification shall include, at a minimum, the following information:

i. The alternative technical data, computer software, and computer software documentation evaluated

- ii. The benefit to the F-35 program for utilizing the specific noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation forming the basis of the notification.
  - iii. The basis for the assertion (as described in DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)), to include sufficient information to enable the Government to adjudicate the assertion.
- (c) This clause shall not apply to technical data and noncommercial software for which data assertions have already been incorporated contractually via the assertions list.
- (d) Nothing in this clause shall be interpreted to prevent the Government from challenging data rights assertions in accordance with DFARS 252.227-7019, Validation of Asserted Restrictions – Computer Software (SEP 2016), or 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)”

#### **H-05 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (AFFARS) (MAY 2021)**

“This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

- (a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:
- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
  - (2) The contract number and military contracting command;
  - (3) The highest classification category of defense information to which contractor employees will have access;
  - (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
  - (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
  - (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
  - (7) Any changes to information previously provided under this clause. This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual, and DOD 5220.22-M-Sup 1.
- (b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:
- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M and DOD 5220.22-M-Sup 1, classified mail services, security badges, visitor control, and investigating security incidents; and
  - (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.”

#### **H-06 ALTERNATIVE DISPUTE RESOLUTION**

“The parties entered into an agreement on 28 September 1999 entitled Memorandum of Understanding between The Joint Strike Fighter Program Office and the JSF Team at LOCKHEED MARTIN CORPORATION, Lockheed Martin Aeronautics Company Concerning Use of Alternative Dispute Resolution Processes. The Agreement affirms the use of Alternative Dispute Resolution as the preferred approach in settling contract disputes. In recognition of the foregoing, the parties confirm the mutual commitment to consider the use of Alternative Dispute Resolution processes in accordance with the principles set forth in the Memorandum of Understanding to avoid/resolve disputes under this contract.”

**H-07 H-TXT-7 NIST SP Authorization, 252.204-7012 (Deviation 2021-N0002)**

“For purposes of DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Dev 2021-N0002) paragraph (b)(2)(i), the contracting officer authorizes the following, consistent with Defense Contract and Pricing Deviation 2024-O0013, Revision 1: The contractor's information system will be subject to the security requirement in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," Revision 2.”

**HTXT.245-0001 RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR)(JUL 2018)**

“(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following Lockheed Martin Prime Contracts:

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The SELLER is responsible for scheduling the use of the said property. Lockheed Martin shall not be responsible for conflicts, delay or disruptions to any work performed by the SELLER due to use of the property under this contract or any other contracts under which use of such property is authorized.”