

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 FCAT I&S IDIQ, Contract N00019-25-D-0011
Generated using Lockheed Martin CorpDocs 2025 Version
Original: 21 April, 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 52.222-42 (May 2014) Statement of Equivalent Rates for Federal Hires.

Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.

FAR 52.222-43 (Aug 2018) Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).

Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period

in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

FAR 52.227-1 AUTHORIZATION AND CONSENT Alternate I (Apr 1984)

FAR 52.229-8 (Mar 1990) Taxes Foreign Cost-Reimbursement Contracts.

In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with TBD.

FAR 52.232-17 INTEREST (MAY 2014) "Government" means "Lockheed Martin."

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) Alternate V (SEP 1996) "Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (f) "1 year" is changed to "six months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "90 days" is changed to "60 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.

DFARS 252.204-7004 (Jan 2023) Antiterrorism Awareness Training for Contractors.

DFARS 252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM (MAY 2019)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 2022)

DFARS 252.225-7027 (Apr 2003) 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 252.228-7001 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.

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 252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.

DFARS 252.234-7002 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 252.239-7016 (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."

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

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)

"Applicable to all subcontracts that will provide for reimbursement of travel and other costs covered by this clause. Not applicable to Commercial Items as defined in FAR 2.101. Clause Text: (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. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the [Insert Procuring Contracting Officer (PCO) or Contracting Officer's Representative (COR)] a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The [Insert PCO or COR] will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor [Insert ""and the Procuring Contracting Officer."" if the COR is reviewing and approving the request.]

(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 Contractors 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.

(End of clause)."

NAVAIR 5252.247-9508 (Jun 1998) PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

Applies if Seller will make shipments under this contract directly to the Government.