

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
RVVS Phase 2 N00019-19-R-0007
Generated using Lockheed Martin CorpDocs 2021 Version

Original: February 2, 2022

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 52.216-16 Incentive Price Revision- Firm Target (OCT 1997) (“Contracting Officer,” “contracting 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.)

FAR 52.232-16 Progress Payments (JUN 2020) (Applies if Seller shall receive progress payments during the performance of this Contract. “Contracting Officer” means “Lockheed Martin” except in paragraph (g) where it means “Lockheed Martin or Contracting Officer.” “Government” means “Lockheed Martin” except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means “Lockheed Martin and the Government.”)

FAR 52.232-17 Interest (OCT 2010) (“Government” means “Lockheed Martin.”)

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

FAR 52.234-4 Earned Value Management System (NOV 2016) (The terms “Contracting Officer” and “Government” include Lockheed Martin.)

FAR 52.243-2 ALT II Changes-Cost-Reimbursement Alternate II (APR 1984) (Applies if this is a cost reimbursement type contract for services and supplies. “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 for the performance of this Contract. Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 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.)

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) (May 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 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.)

DFARS 252.234-7002 Earned Value Management System (MAY 2011) (Applies to cost or incentive type contracts valued at \$20,000,000 or more, and for other contracts as identified in the Statement of Work. “Government” means “Lockheed Martin and Government.” Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7003 Notice of Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract is in excess of \$50,000,000.)

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2010) (Applies if this Contract is in excess of \$50,000,000.)

DFARS 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.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000.)

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

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013) (Applies if Government property will be located at Seller’s facilities for the performance of this Contract.)

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 5252.227-9501 Invention Disclosures and Reports (NAVAIR) (MAY 1998) ("Contractor" means "Seller". "Contract Administrator" means "the LM Procurement Representative.")

- (a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.
- (b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

John J. Snyder
Chief Counsel for Intellectual Property
Lockheed Martin Aeronautics Co.
PO Box 748, MZ 1237
Fort Worth, TX 76101

- (c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.
- (d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.
- (e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and

listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009) (The term "prime contractor" 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 shall perform work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, "52.228-7, "Insurance-Liability to Third Persons" and shall be maintained minimum in the 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.

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

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

H-4 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

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 (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, 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-5 TECHNICAL DATA--WITHHOLDING OF PAYMENT (252.227-7030) (MAR 2000)

In accordance with paragraph (a) of DFARS 252.227-7030, the Contracting Officer has the authority to determine a lesser withhold percentage than prescribed in the original clause language. The below clause has been revised to change the withhold percentage from 10% to 5%.

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of five percent (5%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

H-6 RIGHTS IN NONCOMMERCIAL DATA AND SOFTWARE

If the Contractor believes it to be in the best interest of the F-35 program to consider incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer documentation into the Reprogramming Laboratories' Validation and Verification System design with less than Government Purpose rights, the Contractor shall submit a written request for approval to the Contracting Officer prior to incorporation. The request for approval shall describe alternatives evaluated, the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation in the Reprogramming Laboratories' Validation and Verification System design, the name of the entity asserting less than Government Purpose Rights, the basis for the assertion, to include sufficient information to enable the Contracting Officer to evaluate any listed assertion information as defined in DFARS 252.227-7017, 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). The Government shall respond to the request for approval within 14 business days. If the Contractor does not receive any response from the Government within 14 business days, the Contractor is authorized to use the supplier's technical data or

the noncommercial computer software in the performance of this contract. Nothing in this clause precludes the Government from challenging any data rights assertions pursuant to DFARS 252.227-7019 or DFARS 252.227-7037.