

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 Systems Engineering Integration and Test (SEI&T)
N00019-21-R-0007

Generated using Lockheed Martin CorpDocs 2022 Version

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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:

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (FEB 2019) (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2021-N0002) (SEP 2021) (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)\

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2021-N0002) (SEP 2021) (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)

DFARS 252.209-7010 (AUG 2011) Critical Safety Items (Applies to all subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7006 Passive Radio Frequency Identification (DEC 2019) (Applies to all subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

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 252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. (SEP 2011) (Seller shall reimburse Lockheed Martin for any reduction in fees under the prime contract to the extent Seller's acts or omissions are responsible for covered incidents pursuant to this clause.)

DFARS 252.217-7026 Identification of Sources of Supply. (NOV 1995) (Applies to subcontracts where the subcontractor will be furnishing items acquired by lower tier subcontractors without added value. Not applicable to Commercial Items as defined in FAR 2.101. The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (May 2019) (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) ("Government" means "Lockheed Martin and Government.")

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

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 252.228-7001 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 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002A (DEVIATION 2015-O0017) 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 Cost and Software Data Reporting System. (NOV 2014) (In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7000 Protection Against Compromising Emanations. (OCT 2019) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). Applicable to any subcontract in which subcontractor will perform classified Work.)

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 Cloud Computing Services. (OCT 2016) (Applies if this Contract involves use of cloud services.)

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 252.239-7017 Dev (DEVIATION 2018-O0020) Notice of Supply Chain Risk. (FEB 2019) ("Government" means "Lockheed Martin and the Government")

DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2012) ("Government" means "Lockheed Martin and the Government". Applicable to subcontracts in excess of \$150,000. Not applicable to Commercial Items as defined in FAR 2.101.)

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) ("Contracting Officer" means Lockheed Martin. Applicable if subcontractor will possess government property in performance of this Contract.)

FAR 52.215-11 (DEVIATION 2022-O0001) Price Reduction for Defective Certified Cost or Pricing Data-Modifications (DEVIATION 2022-O0001) OCT 2021 (Applies whenever Seller was required to furnish certified cost or pricing data in connection with this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under this contract.)

FAR 52.215-12 (DEV 2022-00001) SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-00001) OCT 2021 (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.215-20 ALT III Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. OCT 1997 ("Contracting Officer" means "Lockheed Martin.")

FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan. OCT 2020 (In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.223-15 Energy Efficiency in Energy-Consuming Products. MAY 2020

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 52.227-3 Patent Indemnity. APR 1984

FAR 52.227-3 ALT II Alternate II - Patent Indemnity. APR 1984

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 52.234-3 Notice of Earned Value Management System-Postaward Integrated Baseline Review. NOV 2016 (Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.234-4 Earned Value Management System. NOV 2016 (Applicable to subcontractors identified by name in subsection (g) of the clause. Not applicable to Commercial Items as defined in FAR 2.101. The terms "Contracting Officer" and "Government" include Lockheed Martin.)

FAR 52.239-1 Privacy or Security Safeguards. AUG 1996 (Applicable to subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 ALT V Alternate V - Changes-Cost-Reimbursement. APR 1984 ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

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

FAR 52.246-7 Inspection of Research and Developmental Fixed-Price. AUG 1996 ("Government" means "Lockheed Martin and the Government" in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.246-8 Inspection of Research and Developmental 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 52.249-9 Default (Fixed-Price Research and Development). APR 1984 ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. . Not applicable to Commercial Items as defined in FAR 2.101.)

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

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

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) (Applies if subcontractor proprietary information may be accessed by government support contractors The term "prime contractor" means "Seller.")

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

NAVAIR 5252.232-9509 ALT I Alternate I - TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR) (OCT 2013) (N/A)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

H-5 – PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether:

1. delivered under any CDRL or contractor equivalent form in a delivery order under this contract, or
2. in response to any delivery order statement of work, provided via:
 - a. the JSF Virtual Enterprise,
 - b. the Joint Data Library (JDL), or
 - c. any other electronic distribution,

that would be deemed Technical Data under DFARS 252.227- 7013, “Rights In Technical Data— Noncommercial Items,” or Software and Software Documentation under DFARS 252.227-7014, “Rights in Noncommercial Software and Noncommercial Software Documentation,” if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or delivery 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-6 RFNIU CLAUSE

RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR)(MAY 2016)

(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 Contracts:

N00019-02-C-3002 SDD

N00019-16-C-0008 C2D2 FoM Phase 1

N00019-18-D-0129 ECASE IDIQ

N00019-18-C-1004 C2D2 FoM Phase 2.1-2.2
N00019-19-C-0010 C2D2 FoM Phase 2.3
N00019-10-C-0002 LRIP 5
N00019-11-C-0083 LRIP 6
N00019-12-C-0004 LRIP 7
N00019-15-C-0031 LRIP 8
N00019-14-C-0002 LRIP 9
N00019-15-C-0003 LRIP 10
N00019-16-C-0033 LRIP 11
N00019-17-C-0001 LRIP 12
N00019-14-C-0004 Development Foundation (DFC)
N00019-14-G-0020 Delivery Order 0097 – Development Test Viability
N00019-14-G-0020 Delivery Order 0046 – Tech Refresh 3
N00019-15-C-0105 ACURL
N00019-20-C-0051 Property Accountability Contract
N00019-20-C-0037 DFC II

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

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

H-8 – MARKING AND DELIVERY OF NONCOMMERCIAL COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION

1. The parties agree that all noncommercial computer software and computer software documentation related to F-35 which are required in performance of the requirements under this contract shall, when Committed, be considered to be delivered within the meaning of DFARS 252.227-7014, Rights in Noncommercial Computer Software and Computer Software Documentation (FEB 2014). “Committed”

is defined as occurring when a Lockheed Martin developer commits computer software source code and/or computer software documentation by way of saving software by performing a “git push” or similar command to the Government Repository. Commits shall occur, at a minimum, at the conclusion of each workday in which the software code or computer software documentation are modified.

For the purposes of this clause, the “Government Repository” is defined as the JPO Managed Cloud, unless otherwise agreed to by the parties.

2. The parties further agree that all noncommercial computer software and computer software documentation Committed into the Government Repository and utilized in performance of this contract shall be marked in accordance with DFARS 252.227-7014(f). Specifically, in accordance with DFARS 252.227-7014(f), only the following legends are authorized under this contract: (1) the government purpose rights legend; (2) the restricted rights legend; (3) the special license rights legend and/or (4) a notice of copyright as prescribed under 17 U.S.C. 401 or 402. With the exception of any markings that are required in Section D of this contract, all other markings including contractor proprietary markings are not permitted and will be treated as nonconforming with DFARS 252.227-7013(f) and 252.227-7014(f). The Contractor shall remove any nonconforming markings within 48 hours of notification from the Government.

3. The term “deliverable” as used herein shall have the same force and effect as an item that is delivered pursuant to a DD 1423, Contract Data Requirements List (CDRL).

4. To the extent that the Contractor identifies the need for subcontractor participation that requires delivery of noncommercial computer software or noncommercial computer software documentation pursuant to this clause, the Contractor shall flow the terms and conditions stated herein to the applicable subcontractors. In the event that a subcontractor non-concurs with these requirements, the Contractor shall obtain the Contracting Officer’s written consent for any terms and conditions that deviate from this clause prior to authorizing the subcontractor to begin work. Additionally, the Contractor will work with the Government to identify alternatives as required.

H-12 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

a. Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

b. For violation of export laws, the contractor, its employees, officials or agents are subject to:

1. Imprisonment and/or imposition of criminal fines; and

2. Suspension or debarment from future Government contracting actions.
 - c. The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
 - d. The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.