

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-35 BLOCK FOUR CONTRACT (BFC) N00019-23-C-0009**  
**Generated using Lockheed Martin CorpDocs 2023 Version**

**Original: June 20, 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 52.227-1 ALT I Alternate I - Authorization and Consent. (Apr 1984)** (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)** (Applicable to subcontracts where software or services will be retransferred to the Government.)

**FAR 52.234-4 Earned Value Management System. (Nov 2016)** (Applicable to subcontractors identified by name in subsection (g) of the clause. Subsection (g) is completed as follows TBD\_ 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 52.243-1 ALT V Alternate V - Changes-Fixed-Price. (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 52.243-2 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 (d) the reference to the disputes clause is deleted.)

**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 52.249-9 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..)

**DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (Jan 2023)**  
**(Formerly: Alternate A, System for Award Management ... Removed by DPN)** (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

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

**DFARS 252.211-7007 Reporting of Government-Furnished Property. (Mar 2022)** (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 252.219-7004 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 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 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (Apr 2003)** (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 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (Jan 2023)**

**DFARS 252.228-7001 Ground and Flight Risk. (Mar 2023)** (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." 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)** (Applicable to subcontracts with United Kingdom suppliers. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

**DFARS 252.234-7002A (DEVIATION 2015-O0017) Earned Value Management System. (DEVIATION 2015-O0017) (Sep 2015)** (Paragraph (k) expressly requires the clause be included in subcontracts expressly listed in the clause. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

**DFARS 252.234-7004 Cost and Software Data Reporting System. (Nov 2014)** (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

**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 252.239-7000 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. (Jan 2023)** (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 252.243-7002 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 252.245-7001 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.)

**NAVAIR 5252.247-9508 (Aug 2019) PROHIBITED PACKING MATERIALS (NAVAIR) (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.)

**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 5252.228-9501 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")

**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 Contractor's 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).")

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

##### **H-3 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-9 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey**

1. Definitions.

Component means any item supplied to the Government as part of an end product including, without limitation, raw materials and intermediate assemblies.

Covered article means any end item, component, software, or service that-

1. Is produced in Turkey or by a covered entity; or
2. Is a service provided in Turkey or by a covered entity.

Covered entity means an entity that is effectively owned or controlled by the Turkish government.

Effectively owned or controlled means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the entity's officers or a majority of the entity's board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

Entity controlled by the Turkish government means



1. Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or
2. Any individual directly and openly, or known to the SELLER to be acting on behalf of the Turkish government.

Purchase Order means a mutually binding agreement between the SELLER and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the SELLER.

## 2. Restrictions.

SELLER shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

## 3. Reporting requirement.

(1) In the event SELLER identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the SELLER is notified of such by a subcontractor at any tier or any other source, the SELLER shall report, in writing, to LOCKHEED MARTIN AERO the following information:

(i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, SELLER shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) The Parties agree that no consideration shall be provided by the SELLER to the Government, or penalties imposed upon SELLER for unknowingly being non-compliant to paragraph (b)(1) above.

(e) Subcontracts. The SELLER shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.

## **HTXT-GFP 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 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 12-14

N00019-20-C-0009 LRIP 15-17

N00019-16-C-0056 Norway and Italy Reprogramming Lab (NIRL)

N00019-14-G-0020 Delivery Order 0097 Development Test Viability

N00019-14-G-0020 N0001919F2474 Tech Refresh 3

N00019-15-C-0105 ACURL

N00019-20-C-0051 Property Accountability Contract

N00019-22-C-0041-DFC III

(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.