**3389 (7/26/23) 6531188067 N00019-23-C-0003 Lot 18+ Production**

The following additional clauses apply to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by such Prime Contract shall apply instead. If any of the clauses are expressly made inapplicable by a threshold amount or other limitation, they shall be self-deleting.

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| --- | --- | --- | --- |
| DFARS | 252.204-7004 | Feb 2019 | Antiterrorism Awareness Training for Contractors. (applicable to subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation) |
| DFARS | 252.209-7010 | Aug 2011 | Critical Safety Items. |
| DFARS | 252.211-7006 | Mar 2018 | Passive Radio Frequency Identification. (applicable if Seller 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 | Mar 2022 | Reporting of Government-Furnished Property. (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.211-7008 | Sep 2010 | Use of Government-Assigned Serial Numbers (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.219-7004 | May 2019 | Small Business Subcontracting Plan (Test Program). (applicable if Seller participates in the test program described in DFARS 219.702) |
| DFARS | 252.225-7028 | Apr 2003 | Exclusionary Policies and Practices of Foreign Governments. |
| DFARS | 252.228-7001 | Jun 2010 | Ground and Flight Risk. (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) (applicable if Seller is a United Kingdom firm. "This contract" means "the prime contract") |
| DFARS | 252.234-7004 | Nov 2014 | Cost and Software Data Reporting System. (applicable to subcontracts that exceed $50,000,000. In paragraph (b), "Government" means "Lockheed Martin") |
| DFARS | 252.239-7000 | Oct 2019 | Protection Against Compromising Emanations. (applicable if Seller will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d)) |
| DFARS | 252.239-7001 | Jan 2008 | Information Assurance Contractor Training and Certification. (applicable if Seller personnel will access DoD information systems under the subcontract) |
| DFARS | 252.239-7016 | Dec 1991 | Telecommunications Security Equipment, Devices, Techniques, and Services. (applicable to subcontracts that require securing telecommunications) |
| DFARS | 252.243-7002 | Dec 2012 | Requests for Equitable Adjustment. (applicable to subcontracts that exceed $150,000. "Government" means "Lockheed Martin") |
| DFARS | 252.245-7001 | Apr 2012 | Tagging, Labeling, and Marking of Government-Furnished Property. (applicable to subcontracts where the items furnished by Seller will be subject to serialized tracking) |
| DFARS | 252.245-7004(deviation) | Nov 2021 | (DEVIATION 2022-O0006) Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006) (applicable to subcontracts that involve government property located at Seller’s facilities. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.216-16 | Jan 2022 | Incentive Price Revision - Firm Target. (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) |
| FAR | 52.228-3 | Jul 2014 | Workers' Compensation Insurance (Defense Base Act). (applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| FAR | 52.228-4 | Apr 1984 | Workers' Compensation and War-Hazard Insurance Overseas. (applicable to subcontracts that would be subject to the Defense Base Act but for a waiver) |
| FAR | 52.232-17 | May 2014 | Interest. ("Government" means "Lockheed Martin") |
| FAR | 52.232-39 | Jun 2013 | Unenforceability of Unauthorized Obligations. (applicable to subcontracts where software or services will be retransferred to the Government) |
| FAR | 52.245-9 | Apr 2012 | Use and Charges. (applicable to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin) |
| NAVAIR | 5252.211-9510 | May 2011 | 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 | May 1998 | INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998) "(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.  Name and address of Patent Counsel:  NAVAIR HQ:  Patent Attorney, NAVAIR OGC Group  47123 Buse Road Bldg 2272 Ste 257  Patuxent River, MD 20670-1547  paxr\_navair\_patents@us.navy.mil  (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 | 5252.232-9509 | Oct 2013 | TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR) (OCT 2013) "(applicable to subcontracts that provide for reimbursement of travel and other costs covered by this clause)  (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." |
| NAVAIR | 5252.247-9508 | Aug 2019 | PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) "(applicable 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." |
| NAVAIR | 5252.247-9510 | Oct 2005 | PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) "(applicable if Seller will make shipments under this Contract directly to the Government)  (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." |

H-11 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey

(a) Definitions.

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

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

(i) Is produced in Turkey or by a covered entity; or

(ii) Is a service provided in Turkey or by a covered entity.

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

(4) 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 entitys officers or a majority of the entitys board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

(5) Entity controlled by the Turkish government means

(i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or

(ii) Any individual directly and openly, or known to Seller to be acting on behalf of the Turkish government.

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

(b) 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.

(c) Reporting requirement.

(1) In the event Seller identifies a covered article provided to Lockheed Martin or the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report, in writing, to Lockheed Martin 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 Seller to Lockheed Martin, or penalties imposed upon Seller for unknowingly being non-compliant to paragraph (b) above.

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

H-9

PROHIBITION ON DELIVERING ITEMS CONTAINING HEXAVALENT CHROMIUM (applicable to subcontracts for supplies, maintenance and repair services, or construction materials)

(a) Definitions. As used in this clause

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by Lockheed Martin, Seller shall not provide any deliverable or construction material under this contract that

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, Seller shall submit a request to Lockheed Martin.

(d) Notwithstanding the foregoing, the items using the applications listed in Table H-9a below, may be delivered by Seller even though they contain Hexavalent Chromium in a concentration greater than 0.1 percent by weight in any homogenous material or require the removal or reapplication of Hexavalent Chromium materials during subsequent sustainment phases of the deliverable or construction material.

(e) Subcontracts. Seller shall include the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.

Table H-9a: Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System

Fuel tank coating to AMS-C-27725 Type 2

Sealant to LMA-MU065

Sealant primer to LMA-MR058 Form 1

Adhesive bonding primer to LMA-MD007 Type 2 or 2ZZZ00002 Type 2

General structural primer to MIL-PRF-23377

Non-Curing Corrosion Resistant Sealing Compound