



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
LRIP 9 F-35/JSF Production - Prime Contract Number N00019-14-C-0002
Generated using 2014 Version of Lockheed Martin CorpDocs
April 30, 2014 (ORIGINAL)

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 entirety¹.

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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

PART I. The dates of the following FAR and DFARS clauses are modified as follows and are incorporated into the Contract:

RESERVED

PART II. 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 252.209-7010 Critical Safety Items. Aug. 2011
(Statements of Work and/or purchase orders will identify Aviation CSI parts, if any, based on upon agreement with the JSFPO.)

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards. Nov. 2005
(The clause is only applicable where a management or manufacturing process has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard).

DFARS 252.211-7006 Passive Radio Frequency Identification. Sep. 2011
(The clause is only applicable when the Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

¹ The provisions contained in this document are contained in the LRIP 9 Production Request for Proposal issued by the U.S. Government's F-35 Joint Strike Fighter Program Office (JSFPO) and are subject to modification once definitized prime contract terms and conditions between Lockheed Martin Aeronautics Co. and the JSFPO have been executed.



DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property.
Apr. 2012

(Applicable to the Seller in contracts where the items furnished by the contractor will be subject to serialized tracking, should the Statement of Work or another document in the solicitation identify such items subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal. **May 2013**

(Applicable to contracts involving items indicated in this DFAR clause only. In this clause, "Contracting Officer" shall mean Lockheed Martin.)

DFARS 252.246-7000 Material Inspection and Receiving Report. **Mar. 2008**

(Applicable to the Seller only when



FAR 52.245-9 Use and Charges.

April 2012

(Applicable to contracts involving non-commercial items where Government furnished property shall be provided through Lockheed Martin to the Seller. Communications with the Government under this clause shall be made by the Seller through Lockheed Martin.)

FAR 52.246-15 Certificate of Conformance.

April 1984

(The clause is applicable to the Seller in cases where it will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin. However, if Quality Appendix QX or other contract document provisions specify a different requirement than what is contained in this clause, those differing provisions elsewhere in the contract documents shall govern instead.)

FAR 52.246-2 ALT I Alternate I - Inspection of Supplies Fixed-Price.

Jul. 1985

(The Government has provided Lockheed Martin in its prime contract an earlier version of this clause than what has been published and included in the CorpDocs. The July 1985 version shall govern, unless Quality Appendix QX or another contract document contains provisions specifying a different requirement than what is contained in this clause, in which case those differing provisions elsewhere in the contract documents shall govern instead. "Government" in the clause shall mean "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it shall mean "Lockheed Martin." "Contracting Officer" shall mean "Lockheed Martin.")

**FAR 52.247-64 ALT I Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels.
Apr. 2003**

(The Government has provided Lockheed Martin in its prime contract an earlier version of this clause than what has been published and included in the CorpDocs. The April 2003 version shall govern instead. Applicable to all contracts for non-commercial items. Applicable to commercial item contracts only if paragraph (e)(4) of the clause applies.)

FAR 52.247-68 Report of Shipment (REPSHIP).

Feb. 2006

(Applicable to contracts involving any item(s) shipped directly to the U.S. Government, with Lockheed Martin's authorization.) **uu**



(Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization.)

PART III. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

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

H-3 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(The following clause applies only to contracts where Lockheed Martin is acquiring non-commercial items).

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