

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

F-35/JSF OMNIBUS Basic Ordering Agreement Prime Contract N00019-14-G-0020

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REV 1: 12 JULY 2015

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 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:

RESERVED

PART II. The following FAR, DFARS, and other Agency clauses are added:

	CITATION	DATE	TITLE	NOTES
FAR	52.215-23 ALT I	Oct-09	Alternate I - Limitations on Pass-Through Charges.	Applies if this is a cost- reimbursement subcontract in excess of

				means "Lockheed Martin."
FAR	52.232-32	Apr-12	Performance-Based Payments.	Applies if Seller is receiving Performance Based Payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.
FAR	52.239-1	Aug-96	Privacy or Security Safeguards.	
FAR	52.232-39	Jun-13	Unenforceability of Unauthorized Obligations.	
FAR	52.234-4	May-14	Earned Value Management System	Applies if this is an Incentive contract greater than \$20,000,000. "Government" means "Lockheed Martin and Government."
FAR	52.243-1 ALT V	Apr-84	Alternate V - Changes	

				subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.
FAR	52.245-9	Apr-12	Use and Charges.	Communications with the Government under this clause will be made through Lockheed Martin.
FAR	52.246-1	Apr-84	Contractor Inspection Requirements.	Government" means "Lockheed Martin."
FAR	52.246-2 ALT I	Jul-85	Alternate I - Inspection of	

DFARS	252.204-7012	Nov-13	Safeguarding of Unclassified Controlled Technical Information	In paragraph (b)(1)(ii) "Contracting Officer" means "Lockheed Martin." In paragraph (d)(5) "Contracting Officer" means "Lockheed Martin and the Contracting Officer." Copies of all reports made to the Government under this clause shall be provided to Lockheed Martin at the time such reports are submitted.
DFARS	252.209-7010	Aug-11	Critical Safety Items	
DFARS	252.211-7005	Nov-05	Substitutions for Military or Federal Specifications and Standards.	Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.
DFARS	252.211-7006	Sep-11	Passive Radio Frequency Identification.	
DFARS	252.211-7007	Aug-12	Reporting of Government Furnished Property	Applies if Seller will be in possession of Government property for the performance of this contract.
DFARS	252.211-7008	Sep-10	Use of Government-Assigned Serial Numbers	Applies if items are serially managed.
DFARS	252.217-7028	Dec-91	Over and Above Work.	"Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.
DFARS	252.219-7004	Jan-11	Small Business Subcontracting Plan (Test Program).	
DFARS	252.222-7007	Jan-15	Representation Regarding Combating Trafficking of Persons	

DFARS	252.234-7002	May-11	Earned Value Management System.	<p>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.</p> <p>Applies if this is an Incentive contract equal to or greater than \$20,000,000.</p> <p>"Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.</p>
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DFARS	252.246-7000	Mar-08	Material Inspection and Receiving Report.	Applies if this contract requires delivery of Items directly to the Government.
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\$200,000, \$500,000,
\$200,000, \$200,000.)

(c) The SELLER shall include a statement indicating the project or effort depicted was or is sponsored by:

F-35 Joint Program Office
Arlington, VA 22202

(d) The SELLER agrees to include a similar requirement in each subcontract or purchase order under this contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer, through LOCKHEED MARTIN.

H-12 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (FEB 2009) (VARIATION)

(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. Except as otherwise provided by separate agreement between the ISC and SELLER, the ISC has no obligation to SELLER. SELLER is required to provide full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The SELLER 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, which is proprietary to the prime contractor in addition to third party proprietary data that the prime contractor is authorized to disclose.

(e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the SELLER agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the SELLER sufficiently in advance of any work that may require facility access, cooperation from SELLER, or access to proprietary information belonging to the SELLER or to third parties who may have authorized the SELLER to disclose such data to enable the SELLER to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer, through LOCKHEED MARTIN.