



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 7: 25 OCTOBER 2019

FAR 52.243-2 ALT I (APR-84) ALTERNATE I - CHANGES-COST-REIMBURSEMENT.

("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 52.243-2 ALT II (APR-84) ALTERNATE II - CHANGES-COST-REIMBURSEMENT.

("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 52.244-6 (MAR-15) SUBCONTRACTS FOR COMMERCIAL ITEMS

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." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-2 ALT I (JUL-85) ALTERNATE I - INSPECTION OF SUPPLIES FIXED-PRICE.

("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-8 (MAY-01) INSPECTION OF RESEARCH AND DEVELOPMENT COST-

REIMBURSEMENT. ("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. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.247-64 ALT I (APR-03) ALTERNATE I - PREFERENCE FOR PRIVATELY OWNED

U.S.-FLAG COMMERCIAL VESSELS. (In the 1.6(E)4I (Ipmche-4.9(of)11.3(p))-4.5a te2.9(d M)-3.gricsc()-5.1(a)-5.7

DFARS 252.227-7038 ALT II (DEC-07) ALTERNATE I – PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.228-7001 (JUN-10) 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. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002 (MAY-11) EARNED VALUE MANAGEMENT SYSTEM. (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7003 (NOV-14) NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.234-7004 (NOV-10) COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 ALT I (NOV-10) ALTERNATE I - COST AND SOFTWARE DATA REPORTING SYSTEM (Applies if contract value is greater than \$50 million.. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.246-7001 (MAR-14) WARRANTY OF DATA. ("Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.204-9501 (MAR-07) NATIONAL STOCK NUMBERS (NAVAIR) (Applies to items that are stock numbered under Federal Catalog System procedures "Contracting Officer" means "Lockheed Martin.")

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All

(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 may be 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 Invention Disclosures and Reports (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.

Patent Counsel
Office of Counsel/AIR-11.0
Building 2272/Suite 257
NAVAIRSYSCOMHQ
47123 Buse Road/ Unit Moffet
Patuxent River, MD 20670-1547

(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 5252.227-9507 (OCT-05) NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)

(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.

NAVAIR 5252.228-9501 (MAR-99) LIABILITY INSURANCE (NAVAIR) (Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: a) \$200,000 and 500,000; b) \$200,000, \$500,000, \$500,000; c) \$100,000; d) \$200,000, \$500,000, \$200,000, \$200,000. Does not apply for Commercial Items as defined in FAR 2.101.)

The following types of insurance are required in accordance with the clauses entitled, "FAR 52.228-5, "Insurance--Work on a Government Installation"" and "52.228-7, "Insurance--Liability to Third Persons"" and shall be maintained in the minimum amounts shown:

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9509 (JUL-98) PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

To Be Specified in individual purchase orders.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall

- (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.

PART III. The following Special Contract Requirements (H clauses) are added:

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- (2) The information is otherwise in the public domain before the date of release;
or
- (3) The information is being released to associate contractors, subcontractors,

