



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

F-35 EMD Phase 1 Block 4.1 Follow On Development

Contract N00019-16-C-0008

For use with the 2015 version of Lockheed Martin CorpDocs

REV 1: 20 JUNE 2016

ORIGINAL: 23 NOV 2015

JSF FoD - Block 4.1 Program Office Lead -- R. Glen West (817)777-5169 rg.west@lmco.com

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For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions of the subject contract (NAVAIR 5252.232-9516) (APR 2015) (D)Tj 0.717 0 Td ()Tj

H-1 OBLIGATED FUNDS AND

LIMITATION OF FUNDS

- A. LOCKHEED MARTIN shall not be obligated to pay SELLER an amount in excess of funds obligated herein for each program element as indicated below.

The funds set forth below shall be considered actually obligated by LOCKHEED MARTIN to SELLER as of the first day of the month following the date of the subcontract as Significant changes occur. "Significant change" is defined as a variance of 10% or \$500,000.00, whichever is less, to the program element price.



FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUNE 2014)

FAR 52.227-1 AUTHORIZATION AND CONSENT (Apr 1984) (ALT I) (Does not apply for Commercial Items as defined in FAR 2.101; applies if this contract exceeds \$25,000).

FAR 52.229-9 TAXES -- COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)

FAR 52.232-17 INTEREST (MAY 2014) (Does not apply to Commercial Items as defined in FAR





(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) Neither the Government nor LOCKHEED MARTIN shall be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The Seller shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

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

(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. The ISC has no obligation to LOCKHEED MARTIN or the Seller. The Seller is required to provide full cooperation, 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,

**5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)
(OCT 2013)**

(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. No prior approval is required for travel under this contract.

(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.

Revision 1, dated 20 JUNE 2016, the following clauses added:

DFARS 252.237-7010 - PROHIBITION ON INTERROGATION OF DETAINEES BY