

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER

F-35 FoM Phase 2.1 C2D2 N00019-18-C-1004

For use with the 2017 version of Lockheed Martin CorpDocs

Original - 25 January 2018

Revision 1 28 October 2020

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

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)

FAR 52.245-

technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 ALTERNATE I (APR 1984) - 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 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin. Applicable if Government furnished property is provided through Lockheed Martin to the Seller.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause. Does not apply for Commercial Items as defined in FAR 2.101).

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
(APPLICABLE TO SELLER ONLY IF IT WILL BE IN POSSESSION OF GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT.)

DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (Does not apply for Commercial Items as defined in FAR 2.101. The certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors.)

DFARS 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.234-7002 - EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies to cost reimbursement contracts. "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 252.234-7002A (DEVIATION 2015-O0017) Earned Value Management System. (DEVIATION 2015-O0017) (SEPT 2015) (Applies to cost reimbursement contracts. "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 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies to contracts that exceed \$50 million; In paragraph (b), "Government" means Lockheed Martin; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 – PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Jun 2013)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(Does not apply for Commercial Items as defined in FAR 2.101; "Government" means "Lockheed Martin.")

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.245-7001

**H-3 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND
COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED
ELECTRONICALLY**

Information, whether delivered pursuant to the Supplier Data Requirements List (SDRL) or provided in

(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 Government Contracting Officer's Representative.

(b) If Seller's employees are wearing a badge that is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Government Contracting Officer's Representative and approved by the Government Contracting Officer through LOCKHEED MARTIN to the Seller.

(c) LOCKHEED MARTIN will make the final determination of compliance with regulations with regard to proper identification of contractor employees.

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

(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 Seller, 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) 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 G(N)4(00019)JTJET

