

**LOCKHEED MARTIN CORPORATION**

**FAR 52.222-37 Employment Reports on Veterans (FEB 2016)** (Applies if this contract is for \$150,000 or more.)

**FAR 52.223-11 OZONE DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)** (Applies if Work contains or is manufactured with ozone depleting substances.)

**FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEPT 2016)**

**FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)**

**FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)** (Applies if Government property will be acquired or furnished during the performance of this Contract.) ("Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."

**DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)** (Not applicable to subcontracts performed entirely outside of the United States. Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

**DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)** (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)** (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information.) (Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)

**DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)**

**DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)**

Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

**DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (SEP 2016)** (Applies if this Contract requires the delivery of computer software.)



information systems. Should a subcontractor need to access DoD information systems, the individual will be made subject to the same certification requirements as Lockheed Martin personnel will

(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 representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification

Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

**NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR nQ EMAIL (6'5Q4Z'a'6)ANF.08C14.OrEUrEpy.AOXQ6P**

**NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)** (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation"] and shall be maintained in the minimum amounts

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required documentation in accordance with contract CDRL [insert appropriate CDRL number]. When a subcontractor submits directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly submitted to the Government.

(a) **General:** The contractor shall provide supporting documentation as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL [insert appropriate CDRL number]. This documentation shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice.

(b) **Incurred Costs:** For cost reimbursable service contracts and for cost reimbursable contract line items for or related to services, the contractor shall segregate costs incurred and utilize the data tables outlined in attachment [insert appropriate contract attachment number] to provide the detail required below. The total of all cost elements below shall match the applicable invoiced amount(s). If a particular element is not applicable or there are no costs associated to a particular element, the tables shall state "Not





Any Associate Contractor Agreement to which the Contractor is a party shall be consistent with

(a) The ASC shall:

- (1) ensure successful JSF Propulsion System Integration and installation of the propulsion system with the Air System;
- (2) ensure successful integration of the JSF Propulsion System and propulsion sustainment systems into the Autonomic Logistics Information System,
- (3) align logistics support system resources to support JSF Propulsion System requirements,
- (4) ensure necessary JSF Propulsion System Autonomic Logistics Data Flows and Air Vehicle and Autonomic Logistics Information System Functionality,
- (5) works with the PSC to meet the overall performance of the JSF GFE propulsion system and propulsion sustainment systems meet all requirements defined in this contract and to integrate and install JSF Propulsion Systems and propulsion sustainment systems into the production Air System, including support of the logistics support system requirements allocation process,
- (6) prepare and coordinate Major Variance Requests (MVRs) and Engineering Change Proposals (ECPs) with the PSC and JPO,
- (7) review MVRs and ECPs provided by the PSC and identify and notify the PSC and JP Change

- (2) participate in Program reviews, IPT reviews, and working groups between the ASC and PSC. Provide timely notification and recommendation to the JPO to mitigate production and sustainment risks resulting from schedule, technical, logistics or resource complications identified during these meetings,
- (3) coordinate between the ASC, PSC, and the JPO to generate annual ASC LRIP Ground rules and Assumptions (GR&As) that specify JSF Propulsion System DD250 and JSF Air System delivery dates, as well as other JSF Propulsion System Integration requirements for development, production, installment, operational, and sustainment activities.
- (4) comply with the following documents describing management policies, issue resolution procedures, and integration and contract responsibilities:
  - (i) Propulsion System Management Plan (PSMP), 2YPA00001-0001 dated 27 Feb 2002,
  - (ii) Propulsion System Integration Associate Contractor Agreement (ACA) for the F-35 Joint Strike Fighter Low Rate Initial Production, dated 5 Oct 2005, and
  - (iii) Sustainment Performance Management (SPM) Plan, dated July 2011.

**H-31 UK FoA (Freedom of Action) UK Government Establishments (Applies to Contractor's Personnel at UK Government Establishments)**

Definitions

1. Reference in this Condition to:

- a) 'UK Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;
- b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
- c) 'Contractor's Representative(s)' shall be deemed to include the Cont

facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.

b) Any land or premises (including temporary buildings) made available to the Contractor by the Government in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract.

c) The Contractor shall have no claim against the Government for any additional cost or delay occasioned by the closure for holidays of UK Government Establishments, where this is made known to him prior to entering into the Contract.

#### Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of DEFCON 611 (Issued Property) and of DEFCON 612 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Government, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of his Representatives, arising from his or their presence on a UK Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within his or their reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be £50,000,000

#### Contractor's Property

5. All property of the Contractor and his Representatives shall be at the risk of the Contractor whilst it is on any UK Government Establishment free of charge

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Government, any Representative of the Contractor shall misconduct himself, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Government upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

#### Observance Of Regulations

10. The following provisions apply:

a) The Contractor shall ensure that his Representatives have the necessary probity (by undertaking the level of security when employed within the boundaries of a UK Government Establishment.

(the Standard) or security clearance for his Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, he shall apply in the first instance to the Project Manager/Equipment Support Manager.

processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Government to inspect the processes being applied by the Contractor to comply with the Standard.

d) The Contractor shall comply and shall ensure that his Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Government on request.

e) When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.