



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

JSF LRIP 7 - CONTRACT NUMBER N00019-12-C-0004

Generated using Lockheed Martin CorpDocs 2012 Version

**Original - September 18, 2012
Revision 1 November 01, 2020**

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract, Purchase Order or Schedule Agreement. Unless otherwise limited in this Contract, Purchase Order or Schedule Agreement each document applies in its entirety.

In the event of a conflict between the version or date of a clause set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out 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. MODIFICATIONS The dates of the following FAR and DFARS clauses are modified as follows:

FAR 52.245-1 Government Property (APR 2012) (Applies if Government property will be acquired or furnished during the performance of this Contact.) ("Contracting Officer" means "Lockheed Martin"
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with the amounts specified in the contract. (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101.)

FAR 52.216-17 INCENTIVE PRICE REVISION SUCCESSIVE TARGETS (OCT 1997) (Applies to subcontracts with successive targets. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.222-2 Payment for Overtime Premiums (JUL 1990) (Applies to cost-reimbursement subcontracts. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.227-3 ALT II PATENT INDEMNITY ALTERNATE II (APR 1984)

FAR 52.229-8 Taxes -- Foreign Cost-Reimbursement Contracts (MAR 1990) (Applies to foreign cost-reimbursement subcontracts. Paragraph (a), insert: any country in which the contractor or any of its subcontractors performs work under this contract. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.232-17 Interest (OCT 2010) (Applies if subcontract contains FAR clauses which expressly refer to an Interest clause, e.g. FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin" Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.243-2 ALT I Changes -- Cost-Reimbursement Alternate I (Apr 1984) (Applies to cost-reimbursement subcontracts. "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. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.245-9 Use and Charges (APR 2012) (Applies when Government Property is provided. Communications with the Government under this clause will be made through Lockheed Martin. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.247-64 Alt I Preference for Privately Owned U.S. Flag Commercial Vessels (Feb-06) Alternate I (APR 2003) (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin." Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.247-67 Submission of Transportation Documents for Audit (FEB 2006) (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.247-68 Report of Shipment (REPSHIP) (FEB 2006)

FAR 52.251-1 Government Supply Sources (APR 2012)

DFARS 252.209-7010 Critical Safety Items (AUG 2011)

DFARS 252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)

DFARS 252.211-7008 Use of Government - Assigned Serial Numbers (SEP 2010). (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AUG 2008) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans FAR 52.219-9 is required in other subcontracts that meet the criteria specified in that clause. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010) (Applies if contract exceeds \$1,000,000 that will be funded in whole or part with Fiscal Year 2010 appropriated funds. The certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (MAY 2011)

DFARS 252.225-7012 Preference for Certain Domestic Commodities (DEC 2008) (Applies if Seller is furnishing any of the items covered by this clause.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010)
(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 if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.234-7002 Earned Value Management System (APR 2008)
(In paragraph (e) "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFAR 252.234-7004 Alt I Cost and Software Data Reporting System Alternative I (NOV 2010)
(Applies to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this contract requires securing telecommunications. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.243-7002 Requests for Equitable Adjustment (MAR 1998) ("Government" means "Lockheed Martin." Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

- (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) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of commercial carriers.
- (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks, etc., of a type not normally used by the contractor in the conduct of its business, as specified in the basic contract or upon approval by the COR. Reimbursement of such costs shall be

