

LRIP 10
F-35 Production
Prime Contract Number N00019-15-C-0003

Generated using of Lockheed Martin CorpDocs 2014 Version

Revision 1 August 18, 2014
Revision 2 September 2, 2015

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 entirety¹.

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. This document includes clauses that flow-
U.S. Government regulatory and customer obligations. 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. The dates of the following FAR and DFARS clauses are modified as follows and are incorporated into the Contract:

RESERVED

PART II. ADDITIONS: The following FAR, DFARS and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights Sep. 2013

DFARS 252.209-7010 Critical Safety Items. Aug. 2011

(The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards. Nov. 2005

(The clause is only applicable where a management or manufacturing process has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard).

DFARS 252.211-7006 Passive Radio Frequency Identification. Sep. 2011

(The clause is only applicable when the Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)



DFARS 252.234-7002 Earned Value Management System.

May 2011

(Applies to cost reimbursement or incentive contracts valued at \$20,000,000 or more. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 Alternate I - Cost and Software Data Reporting System

Nov. 2010
-commercial

items.

(Applies to the Seller if it will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas. Apr. 1984
(Applies to the Seller if it will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq., unless Lockheed Martin specifies greater minimum insurance coverages than specified in this clause or Lockheed Martin has obtained a waiver that has been flowed down to the Seller elsewhere in the contract.)

FAR 52.232-16 Progress Payments. Apr. 2012
(Applicable to the Seller only if paid by means of progress payments in non-commercial contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies to the Seller if the Seller is a small business.)

FAR 52.232-17 Interest. May 2014
(Applicable to the Seller only in contracts involving non-commercial items where other Government clauses expressly refer to an Interest clause (e.g. fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17), unless the contract meets the criteria in exceptions (a)(1) through (7) of FAR 32.611.) "Government" means "Lockheed Martin."

FAR 52.232-32 Performance-Based Payments. Apr. 2012
(Applicable to the Seller only if under the contract Lockheed Martin will be making financing payments to the Seller in the form of performance based payments. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. Jun. 2013

FAR 52.245-9 Use and Charges. Apr. 2012
(Applicable to contracts involving non-commercial items where Government facilities shall be provided through Lockheed Martin to the Seller. Communications with the Government under this clause shall be made by the Seller through Lockheed Martin.)

FAR 52.246-2 ALT I Alternate I - Inspection of Supplies Fixed-Price. Jul. 1985
("Government" in the clause shall mean "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it shall mean "Lockheed Martin." "Contracting Officer" shall mean "Lockheed Martin.")

FAR 52.246-15 Certificate of Conformance. Apr. 1984
(The clause is applicable to the Seller in cases where it will make direct shipments to the Government. .)

FAR 52.247-68 Report of Shipment (REPSHIP). Feb. 2006
(Applicable to contracts involving any item(s) shipped directly to the U.S. Government.)

NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) Mar. 2007
(Applies if the parts are DoD serially managed items. "Contracting Officer mean "Lockheed Martin.")

- (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 _____ 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 _____ 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, 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.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endor
Officer, through LOCKHEED MARTIN.
- (c) The Contracting Officer, through LOCKHEED MARTIN, will make final determination of compliance with regulations with regard to proper identification of contractor employees.

H-7 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) (VARIATION)

(The clause is applicable in the event _____ proprietary information may be required by a government support contractor, or an _____.)

- (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. Except as otherwise provided by separate agreement between the ISC and the prime contractor, the ISC has no obligation to the Seller or LOCKHEED MARTIN. The Seller is required to provide full cooperation, reasonable 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 or Lockheed Martin, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government or Lockheed Martin.
- (d) The Seller acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information, which is proprietary to the Seller in addition to third party proprietary data that the prime contractor is authorized to disclose.
- (e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the Seller agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the Seller sufficiently in advance of any work that may require facility access, cooperation from Seller, or access to proprietary information belonging to the Seller or to third parties who may have authorized the Seller to disclose such data to enable the Seller to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Government through Lockheed Martin.



**H-24 AUTHORIZATION TO DELIVER ITEMS CONTAINING HEXAVALENT CHROMIUM
IN EXCESS OF LIMITS SET FORTH IN DFARS 252.223-7008 PROHIBITION OF
HEXAVELENT CHROMIUM (JUNE 2013)**

In accordance with paragraph (c) of DFARS 252.223-