

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 LRIP 10 NON-ANNUALIZED SUSTAINMENT N00019-16-C-0004

Generated using Lockheed Martin CorpDocs 2015 Version

ORIGINAL: 10 JULY 2015
REV 1: 20 JUNE 2016
REV 2: 1 SEP 2016
REV 3: 3 MAY 2018
REV 4: 1 NOVEMBER 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 52.222-50 Combating Trafficking in Persons (MAR 2015) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.244-6 Subcontracts for Commercial Items (AUG 2020)

DFAR 252.203-7004 Display of Hotline Posters (JAN 2015) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

PART III. 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 252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

DFARS 252.211-7006 Passive Radio Frequency Identification (SEP 2011)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008) (Applies if this contract requires delivery of Items directly to the Government.)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

FAR 52.204-14 Service Contract Reporting Requirements (JAN 2014) (Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".)

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) (öGovernmentö in paragraph (b) means öGovernment or Lockheed Martin.ö Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.211-5 Material Requirements (AUG 2000) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.215-23 ALT I Limitations on Pass-Through Charges - Alternate I (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403)

Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall provide a report of date of arrival at the site. This report shall be made no later than the actual date that the shipment is received at the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) (Applies if Seller will make shipments under this contract directly to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority

**H-6 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 response to any other requirement contained in this contract, shall be treated as technical data, computer software, or computer software documentation under DFARS 252.227-7013, Rights in Technical Data and Computer Software (HDBP), DFARS 252.201-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2012), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because it is delivered electronically.

