

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
LRIP 11 PRODUCTION CONTRACT – CONTRACT NUMBER N00019-16-C-0033

GENERATED USING LOCKHEED MARTIN CORPDOCS 2015 VERSION

REV 3: 20 JUNE 2016

REV 2: 11 APRIL 2016

REV 1: 22 JAN 2016

ORIGINAL: 04 JUNE 2015

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract.

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

DFARS 252.234-7002

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

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

FAR 52.215-23 ALT I – Limitations on Pass – Through Charges (OCT 2009) (

cost- -- price
subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost -4.)

Incentive Price Revision Firm Target (OCT 1997) ("Contracting Officer," "contract office" and "Government" mean "Lockheed Martin") -

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.237-8 Restriction on Severance Payments to Foreign Nationals (AUG 2003)

FAR 52.245-9 Use and Charges (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

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

FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014) The blank in paragraph A is completed as follows: AS9100C/EN9100 as geographically appropriate

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies if Seller will make direct shipment to the Government.)

FAR 52.247-64 ALT I - Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

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

NAVAIR 5252.204-9501 National Stock Numbers (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin.")

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

NAVAIR 5252.204-9504 Disclosure of Contract Information (NAVAIR) (JAN 2007)

(Communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days.)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program rel-4(, pe)9.3(r3)8.3(9.3(r3)8.3(9.3(r3N nc.3(

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Mark Kelly, AIR-11.0P
Office of Counsel/AIR-11.0
Building 2272/Suite 257
NAVAIRSYSCOMHQ
47123 Buse Road, Unit Moffet
Patuxent River, MD 20670-1547

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

NAVAIR 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 (ITAR), 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 contractor, 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) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009) (The term "prime contractor" means "Seller.")

(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.

Table H-9a:

Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System

"Fuel tank coating to AMS-C-27725 Type 2

"Sealant to LMA-MU065

"Sealant primer to LMA-MR058 Form 1

"Adhesive bonding primer to LMA-MD007 Type 2 or 2ZZZ00002 Type 2

"General structural primer to MIL-PRF-23377

"Non-Curing Corrosion Resistant Sealing Compound

