



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS

UNDER Unless otherwise limited in this Contract, each document **applies**

In the event of a conflict between the version or date of a clause set forth in the identified CorpDocs, the version or date of a clause set forth in the identified CorpDocs, the version or document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the parties shall consider such clauses to be self-deleting and shall not in any way bind the SELLER.

THE TERMS SET FORTH HEREIN ARE BASED ON THE LRIP 11 NA SUSTAINMENT PRIME CONTRACT SOLICITATION N00019-16-R-0052. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH THE CHANGES RESULTING FROM THE F-35 LRIP 11 NA SUSTAINMENT PRIME CONTRACT DEFINITIZATION

PART I. The dates of the following FAR and DFARS clauses are modified as follows:

RESERVED

PART II. The following FAR, DFARS, and other Agency clauses are added:

FAR 52.203-15 (JUN-10) WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

FAR 52.203-16 (NOV-11) PREVENTING PERSONAL CONFLICTS OF INTEREST (NOV 2011) (Applicable to all subcontracts that exceed \$150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions. Not applicable to Commercial Items

DFARS 252.234-7002 (MAY-11) EARNED VALUE MANAGEMENT SYSTEM ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101)

DFARS 252.234-7004 ALT I (NOV-14) COST AND SOFTWARE DATA REPORTING SYSTEM--ALTERNATE I (NOV 2014) (Applicable to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101)

DFARS 252.237-7010 (JUN-13) PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) (Applicable to subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.239-7001 (JAN-08) INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applicable for subcontracts whose personnel will be required to access DoD 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.)

DFARS 252.243-7002 (DEC-12) REQUESTS FOR EQUITABLE ADJUSTMENT (Applicable to subcontracts over \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101))

DFARS 252.245-7001 (APR-12) TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Applicable when items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 (MAR-15) REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015) (Applicable if government property is located at supplier facility. "Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7000 (MAR-08) MATERIAL INSPECTION AND RECEIVING REPORT (Applicable for subcontracts that authorize direct shipments by the subcontractor to the Government.)

NAVAIR 5252.204-9504 (JAN-07) 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 related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an ag

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

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- (5) coordinate and cooperate with the ASC to ensure the overall performance of the JSF Propulsion System and propulsion sustainment systems meet all requirements defined in this contract and work with the ASC to integrate and install JSF Propulsion System 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 ASC and JPO,
- (7) review MVRs and ECPs provided by the ASC and identify and notify the ASC and JPO of any impacts to the JSF Propulsion System, and
- (8) support ASC efforts to update the documents identified in paragraph(c)(4).

(c) The ASC and PSC shall:

- (1) participate on the JSF Propulsion I3(i)6.2(on I3((P)1 3(upp)10eJ1-13.2(4.6(i)4(opos)8.6(a)5)-2.3(i09reJ1-13