



**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**PRIME CONTRACT NUMBER N00019-20-C-0037 (previously identified as N00019-19-R-0062)**

**F-35 Development Foundation Contract II**

**Generated Using the 2019 Version of the Lockheed Martin CorpDocs**

**Original: September 4, 2019**

**Revision 1: October 23, 2019**

**Revision 2: December 4, 2019**

**Revision 3: February 6, 2020**

**Revision 4: May 13, 2020**

**Revision 5: October 28, 2020**

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract.

In the event of a conflict between the version or date of a clause set out in this document 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. DELETIONS:** The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

None

**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 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) (**



**DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)** (Paragraph (d) expressly requires the clause be included in all subcontracts specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) except subcontracts performed entirely outside the United States.)

**DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)** (In paragraph (c) "Contracting Officer" means Buyer the first time appears. In subparagraph (f)(1) "Contractor" shall mean "Lockheed Martin". Lockheed Martin shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Lockheed Martin.)

**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:

**FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)** (Not applicable to commercial items as defined by FAR 2.101.)

**FAR 52.215-23 ALT I – ALTERNATE I – LIMITATIONS ON PASS-**





- (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) Identify themselves by name, their company name, if they are a subcontractor 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, and
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

**NAVAIR 2750.127-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009)**

- (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. 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 agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor 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 (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Office.



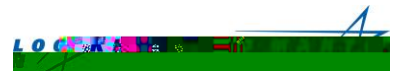
(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than



#### **H-4 – NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (OCT 2019)**

Applicable if this contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving



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