

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-35 TRAINING SYS. SIMULATION IDIQ, Contract N00019-22-R-0106**

**Generated using Lockheed Martin CorpDocs 2023 Version**

**Original: 09 November 2023**

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:

RESERVED

**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 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)** (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

**FAR 52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)** (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101. Not applicable to Commercial Items as defined in FAR Part 2.101.)

**FAR 52.215-21 Alternate I - Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications (OCT 2010)** ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

**FAR 52.216-16 Incentive Price Revision - Firm Target. (JAN 2022)** (Applicable to incentive type subcontracts. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.219-9 Alternate III - Small Business Subcontracting Plan. (JUN 2020)** (Applies if this contract exceeds the threshold at FAR 19.702(a). Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.227-22 Major System -- Minimu(m)-3.1FAs**



permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005)**  
(Applicable to any subcontract that requires the delivery of hand or measuring tools.)

**DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (APR 2003)** (Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7038 Restriction on Acquisition of Air Circuit Breakers. (DEC 2018)**  
(Applicable to all subcontracts where air circuit breakers for naval vessels are to be supplied. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 2015)** (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

**DFARS 252.225-7053 Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation. (AUG 2021)**

**DFARS 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation. (JAN 2023)**

**DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)**

**DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Certification. (DEC 2022)**

**DFARS 252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. (JAN 2023)**

**DFARS 252.225-7973 (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems-Rcun9ann tf.9(m)-3(s)-2.1(Rc)2.7(u)2.7(t)-4.1.7(e)18o5.9(i)-e**

implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011)**  
(Applicable to subcontracts with United Kingdom suppliers. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

**DFARS 252.234-7002 Earned Value Management System. (MAY 2011)**  
("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows:

\_\_\_\_\_ (\*\*\*\*\*  
\_\_\_\_\_)

**DFARS 252.234-7004 Cost and Software Data Reporting System. (NOV 2014)**  
(Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)** (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

**DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (DEC 1991)** (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012)** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017)**  
(Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

**NAVAIR 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (SEP 2012)**  
("Applicable if this subcontract requires access to Government IT systems.  
(a) Contractor personnel assigned to perform work under this contract may require



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:

damage. Passenger bodily injury liability limits of \$\_\_\_\_\_ [insert either \$200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.





(3) During contract performance, the Contractor agrees to immediately report inadequacies, defects, or non-availability of support stipulated by the contract schedule in writing to the contracting officer representative (COR) with a copy of the letter provided to the contracting officer. The contractor shall provide with the letter, a written impact statement denoting the immediate impact associated with the effort to be performed, a recommended workaround plan and the contractor estimated costs impact if the deficient product and/or service will be fulfilled by the contractor. The Contracting Officer, with the advice of the COR, will provide written

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data and information needed for the intended use of the property. The warranties of suitability of  
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a. Equitable Adjustment. Subject to the provisions of FAR 52.249-14, Excusable Delays, such delay, non-performance, or other non-compliance attributable to the MSD in performing such PA/IA, may be considered to be an excusable delay for the Contractor or non-compliance for which an equitable adjustment in the performance period and/or cost/price of this contract may be provided by the Government to the Contractor. Further, such delay, non-performance, or non-compliance determined to be solely attributable to the MSD under FAR 52.249-14, Excusable Delays shall not be used by the Government, in whole or in part, as the basis for termination for default or withholding of payments under this contract. Any disagreement with the Contracting Officers final decision regarding an equitable adjustment is subject to the

This report shall identify any part number or configuration changes and will specifically identify if the contractor anticipates any of those changes may result in an increased or decreased price or delivery schedule impact. If the Government concurs with the changes and there are no impacts to price or schedule identified in the report, the Contracting Officer will issue an administrative modification revising the contract Exhibit(s) to incorporate those changes.”

#### **HXT - 211.9502 Govt. Installation Work Schedule**

“(a)The Holidays applicable to this contract are: New Year's Day, Birthday of Martin Luther King Jr., Washingtons Birthday (President's Day), Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b)In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c)The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d)No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments”

#### **H-20 TAXES AND DUTIES SPECIFICALLY EXCLUDED FROM CONTRACT PRICES**

“(a) The contract prices include all applicable taxes and duties, as defined in FAR 52.229-6, Taxes Foreign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990), except for:

(1)Customs duties, import and export taxes, and similar charges imposed by Participants to the Joint Strike Fighter Production, Sustainment, and Follow-On Development Memorandum of Understanding (MOU) or Foreign Military Sales (FMS) customer of the F-35 Lightning II program;

(2)Value Added Taxes (VAT) or consumption taxes, imposed by the Country Concerned, as defined in FAR 52.229-6 and 52.229-8, on goods or services delivered in the Country Concerned under this contract.

(b) If the Contractor is required to pay or bear any tax or duty specified in subparagraphs (a)(2) above, including any interest or penalty, the Contractor shall follow the procedures specified in FAR 52.229-6, TaxesForeign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990).

(c) Nothing outside of exceptions listed above alleviates the Contractor from the requirements of FAR 52.229-6 or 52.229-8.”