



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
Special Tooling and Test Equipment (STATE) Contract
N00019-19-C-0074 (previously identified as N00019-19-R-0013)
Generated using Lockheed Martin CorpDocs 2019 Version
Revision 2: October 6, 2021

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 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.

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 (DEC 2011) (Applies if contract exceeds \$150,000 and SELLER will perform acquisition functions closely associated with inherently governmental functions.)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
Martin."

**FAR 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)
Alternate I (JUN 2014)**

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013) (Applicable to
subcontracts where software

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014) ("Government" means "Lockheed Martin and Government".)

DFARS 252.225-7015 Restriction on Acquisition of Domestic Hand or Measuring Tools (JUN 2005)

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

DFARS 252.225-7032 Waiver of United Kingdom Levies Evaluation of Offers (APR 2003) (Applies if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) ("Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be 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 contra224 o0 g0 G EM0(ct)-5(.)11(1)-4(e)9(ss)-4(u)6(0 1)6(hi)Tm0 gshhis contra224 o0 g0 G EM0(

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)
(Applies if Seller will be accessing DoD information systems that will require Information Assurance Contractor Training and Certification.)

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

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

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

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013) ("Contracting Officer" means Lockheed Martin. Applies if Seller will be in possession of Government property for the performance of this Contract.)

PART IV. SECTION H PRIME CONTRACT SPECIAL PROVISIONS

the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

NAVAIR 5252.204-9501 National Stock Numbers (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(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.)

(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.