



LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-19-G-0008
F-35/JSF OMNIBUS Basic Ordering Agreement Prime Contract
Generated Using the 2019 Version of the Lockheed Martin CorpDocs

Revision 6: June 30, 2022

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.

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:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold on the date of award of this Contract.)

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) (Paragraph (c)(1) does not apply.)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract.)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of contract issuance and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.225-

DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)

DFARS 252.247-7023 TRANSPORTATION ON SUPPLIES BY SEA (FEB 2019) (In paragraph (g)

are deleted. If this Contract is less than the simplified acquisition threshold only paragraphs (a) through (e) and paragraph (i) of the clause applies.

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if this Contract equals or exceeds the threshold at DFARS 225.870-4(c)

Of
deleted.)

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

(b)(2) is deleted.

FAR 52.216-16 INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997) (Applies if this is an Incentive Price Revision contract. "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.)

FAR 52.222-

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 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984) ("Government" and "Contracting Officer" mean "LOCKHEED MARTIN")

described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.225-7052 RESTRICTION ON the ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) (This clause does not apply where an exception in paragraph (c) applies.)

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. Not applicable to commercial items as defined by FAR 2.101.

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

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The SELLER 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, which is