



LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

Prime Contract Number N00019-20-C-0009 (formally N00019-19-C-0062)

Lot 15 Production Contract

Generated Using the 2019 Version of the Lockheed Martin CorpDocs

Revision

DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) (Applies if Contract performance requires routine physical access to a Federally controlled facility or military installation.)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) (Copies of reports provided by SELLER under this clause will be provided to LOCKHEED MARTIN.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (Applies if critical safety items covered by the clause will be furnished by subcontractor.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018) (Applies if the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if SELLER will be in possession of Government property for the performance of this Contract.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if the supplier will be in the possession of Government property for the performance of the subcontract. Not applicable if LOCKHEED MARTIN will assume responsibility for marking the property.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (APR 2018) (Not applicable to commercial items as defined in FAR 2.101.)

DFARS 252.225-7027 RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT (APR 2003)

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (APR 2019) (This clause does not apply where an exception in paragraph (b)(1)13(2)Tn-3(p)-3(l)9(i)-4(e)-3(s-6()-2]TJETQq0.00000912 0 612 792 reW*nBT/F4 9 Tf1 0 0 1 8



DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004) (Applies to all subcontracts where the
In paragraphs (c) and (d), "Government"
means "LOCKHEED MARTIN and the Government.")

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(c)

For purposes
into the Contract in full text:

H-1 – PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to a data requirements list or provided in response to any other requirement contained in this
-7013 RIGHTS IN TECHNICAL DATA NONCOMMERCIAL
-7014 RIGHTS IN
NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014), if
it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely
because access by the Government, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the
Parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

**H-11 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey
("Contractor" means SELLER, "Contracting Officer" means LOCKHEED MARTIN)**

- (a) *Definitions.*
 - (1) _____ or Lockheed Martin as part of an end product including, without limitation, raw materials and intermediate assemblies.
 - (2) _____ tware, or service that-
 - (i) Is produced in Turkey or by a covered entity; or
 - (ii) Is a service provided in Turkey or by a covered entity.
 - (3) _____
 - (4) _____ that the Turkish government or any entity controlled by

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.

H-16 RENT FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

N00019-97-C-0038

N00019-02-C-3002

N00019-06-C-0291

N00019-07-C-0097

N00019-08-C-0028

N00019-09-C-0010

N00019-10-C-0002

N00019-11-C-0083

N00019-12-C-0004

N00019-13-C-0008

N00019-14-C-0002

N00019-15-C-0003

N00019-16-C-0033

N0019-17-C-0001

N00019-19-C-0074 (STATE)

N00019-20-C-0051 (PAC)

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

MARTIN" except: (1) in paragraphs (d), (e), and (j)(5) where the term is unchanged, and (2) in paragraphs (g) and (i) where it means "LOCKHEED MARTIN and the Government." Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies to the SELLER only if under the Contract LOCKHEED MARTIN will be making financing payments to the SELLER in the form of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "LOCKHEED MARTIN" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS – WHOLE-CONTRACT BASIS (DEVIATION 2019-O0011) (AUG 2019) (Applies to SEL09120nf1 0 0 1 36 657.34 Tm552-6()-12s i5(re)-3(41(u)-3(n-3(4EED)16())TJETQm552-wil)6(l)-4()521(b)--6)9(. ()521(b) pay