

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 8: May 30, 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 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:

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to contracts where software or services will be retransferred to the Government.)

FAR 52.243-2 ALT I Alternate I - Changes-Cost-Reimbursement. (APR 1984) ("Contracting Officer" and "Government" mean

DFARS 252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019) (AUG 2018) (Applies is SELLER will perform work in Japan.)

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

(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.

NAVAIR 5252.227-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009) (Applies to subcontracts where subcontractor proprietary information may be accessed by Government support contractors. The term "prime contractor" means "SELLER.")

(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 Officer.

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (Applies if Seller will make shipments under this contract)

ITEMS (FEB 2014), or “computer software” and “computer software documentation” under DFARS 252.227-7014 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-9 here: (a) Definitions. As used in this clause Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) Notwithstanding the foregoing, the items using the applications listed in Table H-9a below, may be delivered by the Contractor and accepted by the Government even though they contain Hexavalent Chromium in a concentration greater than 0.1 percent by weight in any homogenous material or require the removal or reapplication of Hexavalent Chromium materials during subsequent sustainment phases of the deliverable or construction material.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.

Table H-9a: Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System

Fuel tank coating to AMS-C-27725 Type 2

Sealant to LMA-MU065

Sealant primer to LMA-MR058 Form 1

Adhesive bonding primer to LMA-MD007 Type 2 or ZZZZ00002 Type 2

General structural primer to MIL-PRF-23377

Non-Curing Corrosion Resistant Sealing Compound

**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) “Component” means any item supplied to the Government or Lockheed Martin as part of an end product including, without limitation, raw materials and intermediate assemblies.

(2) “Covered article” means any end item, component, software, 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) “Covered entity” means an entity that is effectively owned or controlled by the Turkish government.

- (4) "Effectively owned or controlled" means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election,

