



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

PRIME CONTRACT NUMBER N00019-21-C-0037 (previously identified as N00019-20-C-0039)

Japan Integration Contract 2.0

Generated Using the 2020 Version of the Lockheed Martin CorpDocs

Original: March 25, 2020
Revision 1: September 20, 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 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:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013)

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:

NONE

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:

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (Applies when SELLER shall deliver critical safety items.)

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (Applies where single process initiative block changes have been approved.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) (Applies where SELLER shall make direct shipments to the U.S. Government of items covered by this clause meeting the criteria at FAR 211.275-2.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if SELLER shall be in possession of Government property for the performance of this Contract and LOCKHEED MARTIN has not assumed responsibility for the marking of the property.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if SELLER shall be in possession of Government property for the performance of this Contract and LOCKHEED MARTIN has not assumed responsibility for the marking of the property.)

DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991) (Applies where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. "Administrative Contracting Officer," "Contracting Officer," and "Government" mean LOCKHEED MARTIN. Paragraph (f) is deleted.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (Applies where SELLER is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applies where SELLER is required to deliver hand or measuring tools.)

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The b612 7W*nBT/F4 11.04 Tf1 0 0 1 73

NAVAIR 5252.227-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009)

(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 the performance of this Contract.

(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.

