



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PBL N00019-21-R-0073

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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.

DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009) (SEP 2017) (Applies to subcontracts where subcontractor personnel are performing in the USCENTCOM AOR.)

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 Contract includes language stating the Government has agreed to assume such risk of loss. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7003 TAX EXEMPTIONS – ITALY (MAR 2012) (Applies if Work will be performed in Italy. The . Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011) (Applies if SELLER is a United Kingdom firm. "This Contract" means "the prime contract." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies to
Not applicable
to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010) (Applicable to all contracts
"Government" includes LOCKHEED MARTIN.)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applicable if SELLER personnel will access DoD information systems in performance of the subcontract.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if this Contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Applicable to subcontracts
Not applicable to Commercial Items as
defined in FAR 2.101.)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) (Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (The cost reporting required by the clause applies to SE y tier in excess of \$50,000,000.)

Part III. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this Contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this Contract.

H-32 RESTRICTION ON THE DELIVERY OR PROCUREMENT OF SUPPLIES AND SERVICES FROM THE REPUBLIC OF TURKEY (The term "contractor" means "SELLER.")

(a) *Definitions.*

- (1) _____ including, without limitation, raw materials and intermediate assemblies.
- (2) _____
 - (i) Is produced in Turkey or by a covered entity; or
 - (ii) Is a service provided in Turkey or by a covered entity

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:
- (i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
- (d) The Parties agree that no consideration shall be provided by the Contractor to the Government, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b) above.
- (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-35 ELECTRONIC BILL OF MATERIAL (EBOM) SUBMISSION (PROVISION)

The prime contractor (and all lower-tier suppliers with proposed values that exceed the TINA threshold) shall email their current, accurate, and complete Bill of Materials to the email address at JSFBOM@jsf.mil. If the files are too large for email submission, documents will be uploaded via DoDSAFE (<https://safe.apps.mil>) addressed to JSFBOM@jsf.mil. Each first tier supplier shall flow down this requirement to their suppliers, and require the flow down of this requirement to all subsequent tiers. The suppliers shall submit the BOM using Table 2, EBOM Template, which includes the following mandatory fields:

- Submitting Contractor This is the supplier performing the upload
- System/Subsystem on F-35 Platform
- Next Higher-Level Assembly
- Part Number
- National Stock System Number (if available)
- Part Name/Nomenclature
- Vendor/Supplier
- Vend
- Unit of Measure
- Unit Price
- Quantity
- Procurement Date (if available)
- Need Date (if available)
- Basis of proposed price (examples: estimate, history, quote, purchase order, LTA)

Submitting Contractor	Submitting Contractor CAGE Code	System/Subsystem on F-35 Platform	Next Higher Level Assembly	P/N	NSN	Part Name/Nomenclature	Vendor/Supplier	Vendor/Supplier CAGE Code	Unit of Measure	UP	QTY	Procurement Date	Need Date	Basis of Price
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