

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-35 FINLAND INTEGRATION, CONTRACT N00019-22-C-0032**

**Generated using Lockheed Martin CorpDocs 2022 Version**

**ORIGINAL: August 31, 2022**

**Revision 1: October 10, 2024**

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:

*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 52.215-12 Subcontractor Certified Cost or Pricing Data (Deviation 2022-00001) (OCT 2021)**

**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 52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair (MAY 2014)** (Applies if this Contract is for exempt services.)

**FAR 52.227-1 ALT I Authorization and Consent- Alternate I (APR 1984)**

**FAR 52.228-3 Workers' Compensation Insurance (JUL 2014)** (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

**FAR 52.232-17 Interest (MAY 2014)** ("Government" means "Lockheed Martin.")

**FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)** (Applies where software or services delivered under this Contract will be retransferred to the Government.)

**FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)** (Applies if this Contract is for information technology which requires security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

**FAR 52.243-1 ALT V Changes-Fixed-Price - Alternate V (APR 1984)** (Applies if this Contract is for research and development. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

**FAR 52.245-9 Use and Charges (APR 2012)** (Applies if Government property will be provided during the performance of this Contract. Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-15 Certificate of Conformance (APR 1984)** (Applies is Seller shall make direct shipments to the Government.)

**FAR 52.247-64 ALT I Preference for Privately Owned U.S.-Flag Commercial Vessels - Alternate I (APR 2003)** (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.209-7009 Organizational Conflict of Interest-Major Defense Acquisition Program (MAY 2019)**

**DFARS 252.209-7010 Critical Safety Items (AUG 2011)** (Applies if Seller shall deliver critical safety items covered by this clause.)

**DFARS 252.211-7006 Passive Radio Frequency Identification (DEC 2019)** (Applies if Seller shall make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by this 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 Seller shall be in possession of Government property for the performance of this Contract and Lockheed Martin has not assumed responsibility for marking the property.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019)** (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

**DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014)** ("Government" means "Lockheed Martin and Government.")

**DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)** (Applies if Seller shall 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 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 Governments (APR 2003)**

**DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY 2024)**

**DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) (MAY 2020)**

**DFARS 252.225-7976 Contractor Personnel Performing in Japan (DEVIATION 2018-O0019) (AUG 2018)** (Applies if Seller shall perform work in Japan.)

**DFARS 252.227-7021 Rights in Data-Existing Works (MAR 1979)** (Applies if this Contract requires the delivery of "existing works" as defined in the clause. "Government" means "Lockheed Martin and the Government.")

**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.)

**DFARS 252.229-7011 Reporting of Foreign Taxes - U.S. Assistance Programs (SEP 2005)** (Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

**DFARS 252.234-7002 Earned Value Management System (MAY 2011)** ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

**DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)** (Applies if Seller employees may be required to interact with detainees during the performance of this Contract.)

**DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)** (Applies if Seller personnel shall access DoD information systems during the performance of this Contract.)

**DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991)** (Applies if this Contract requires securing telecommunications.)

**DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012)** ("Government" means "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Applies if Seller is required to tag, label, or mark Government-furnished property.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017)** (Applies if Government property will be located at Seller's facility during the performance of this Contract. "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.246-7001 Warranty of Data (MAR 2014)** (Applies if data will be acquired from Seller during the performance of this Contract. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

**NAVAIR 5252.211-9510 Contractor Employees (NAVAIR) (MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

#### **NAVAIR 5252.227-9501 Invention Disclosures and Reports (NAVAIR) (MAY 1998)**

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

[insert name and address of patent counsel]

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

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(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 (NAVAIR) (FEB 2009)** (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 5252.228-9501 Liability Insurance (NAVAIR) (MAR 1999)** (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, Insurance--Work on a Government Installation and 52.228-7, Insurance--Liability to Third Persons and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (JUN 1998)** (Applies if Seller will make direct shipments to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**NAVAIR 5252.247-9510 Preservation, Packaging, Packing and Marking for Foreign Military Sales (FMS) Requirements (NAVAIR) (OCT 2005)** (Applies if Seller will make direct shipment to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

(2) Part Number (with CAGE Code).

(3) For - the organization/address the material is shipped to.

(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

(5) Project Code number.

(6) Project Directive Line Item (PDLI) Number.

(7) Requisition Serial Number (RSN).

(8) Quantity.

(9) From - the contractor's address shipped from.

(10) Ship to - the shipping address provided in the contract.

(11) Transportation Priority

(12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

**H-6 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER (DEC 2021)**

Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) or provided in response to any other requirement contained in this contract, which would be deemed technical data under DFARS 252.227.7013, Rights in Technical Data Noncommercial Items (JUN 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.

**Revision 1 dated September 30, 2024. The following clause has been added:**

DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY 2024)