

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 KOREA FX-II, Contract N00019-24-C-0051
Generated using Lockheed Martin CorpDocs 2024 Version

Original: 15 AUG 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:

RESERVED

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 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.222-8 Payrolls and Basic Records. (JUL 2021) (Applicable to subcontracts for construction, alterations and repairs within the United States.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

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FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

FAR 52.243-2 Alternate I - Changes-Cost-Reimbursement. (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.245-9 Use and Charges. (APR 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (JAN 2023)

(Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.204-7012B (DEVIATION 2024-O0013) Safeguarding Covered Defense Information and Cyber Incident Reporting. (MAY 2024) (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022)

(Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

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 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation. (JAN 2023)

DFARS 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023)

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

DFARS 252.234-7002 Earned Value Management System. (MAY 2011) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: "TBD")

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JAN 2023) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

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 2022) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." 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) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017) (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

DFARS 252.245-7004 (DEVIATION 2022-O0006) Reporting, Reutilization, and Disposal (NOV 2021) (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7001 Warranty of data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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 (MAY 2011)

NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005) ("Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms

Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(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.

(End of clause ")

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009) (The term "prime contractor" means "Seller.")

NAVAIR 5252.228-9501 LIABILITY INSURANCE (MAR 1999) ("Applies if Seller will be performing work on a Government installation. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: The following types of insurance are required in accordance with the clauses entitled either "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons"" as applicable, 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.

(End of clause)"

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:

RESERVED