**3327 (1/11/23) 6531162114 N00019-20-C-0009 EODAS WP Lot 17 Production**

The following additional clauses apply to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by such Prime Contract shall apply instead. If any of the clauses are expressly made inapplicable by a threshold amount or other limitation, they shall be self-deleting.

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| --- | --- | --- | --- |
| DFARS | 252.204-7004 | Feb 2019 | Antiterrorism Awareness Training for Contractors. (applicable to subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation) |
| DFARS | 252.209-7010 | Aug 2011 | Critical Safety Items. |
| DFARS | 252.211-7005 | Nov 2005 | Substitutions for Military or Federal Specifications and Standards. |
| DFARS | 252.211-7006 | Mar 2018 | Passive Radio Frequency Identification. (applicable if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause) |
| DFARS | 252.211-7007 | Aug 2012 | Reporting of Government-Furnished Property. (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.211-7008 | Sep 2010 | Use of Government-Assigned Serial Numbers (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.219-7004 | Apr 2018 | Small Business Subcontracting Plan (Test Program). (applicable if Seller participates in the test program described in DFARS 219.702) |
| DFARS | 252.225-7027 | Apr 2003 | Restriction on Contingent Fees for Foreign Military Sales. (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 | Apr 2003 | Exclusionary Policies and Practices of Foreign Governments. |
| DFARS | 252.225-7976 | Aug 2018 | (DEVIATION 2018-O0019) Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019) (applicable if Seller will perform work in Japan) |
| DFARS | 252.228-7001 | Jun 2010 | Ground and Flight Risk. (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 | 252.229-7006 | Dec 2011 | Value Added Tax Exclusion (United Kingdom) (applicable if Seller is a United Kingdom firm. "This contract" means "the prime contract") |
| DFARS | 252.234-7004 | Nov 2014 | Cost and Software Data Reporting System. (applicable to subcontracts that exceed $50,000,000. In paragraph (b), "Government" means "Lockheed Martin") |
| DFARS | 252.239-7000 | Jun 2004 | Protection Against Compromising Emanations. (applicable if Seller will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d)) |
| DFARS | 252.239-7001 | Jan 2008 | Information Assurance Contractor Training and Certification. (applicable if Seller personnel will access DoD information systems under the subcontract) |
| DFARS | 252.239-7016 | Dec 1991 | Telecommunications Security Equipment, Devices, Techniques, and Services. (applicable to subcontracts that require securing telecommunications) |
| DFARS | 252.243-7002 | Dec 2012 | Requests for Equitable Adjustment. (applicable to subcontracts that exceed $150,000. "Government" means "Lockheed Martin") |
| DFARS | 252.245-7001 | Apr 2012 | Tagging, Labeling, and Marking of Government-Furnished Property. (applicable to subcontracts where the items furnished by Seller will be subject to serialized tracking) |
| DFARS | 252.245-7004 | Dec 2017 | Reporting, Reutilization, and Disposal. (applicable to subcontracts that involve government property located at Seller’s facilities. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.216-16 | Oct 1997 | Incentive Price Revision Firm Target. (applicable to incentive type subcontracts, "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract) |
| FAR | 52.228-3 | Jul 2014 | Workers' Compensation Insurance (Defense Base Act). (applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| FAR | 52.232-16 | Apr 2012 | Progress Payments. (applicable to subcontracts that include progress payments. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government") |
| FAR | 52.232-17 | May 2014 | Interest. ("Government" means "Lockheed Martin") |
| FAR | 52.232-32 | Apr 2012 | Performance-Based Payments. (applicable to subcontracts that include performance-based payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted) |
| FAR | 52.232-39 | Jun 2013 | Unenforceability of Unauthorized Obligations. (applicable to subcontracts where software or services will be retransferred to the Government) |
| FAR | 52.245-9 | Apr 2012 | Use and Charges. (applicable to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin) |
| NAVAIR | 5252.211-9510 | May 2011 | 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 | May 1998 | 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.Name and address of Patent Counsel: NAVAIR HQ:Patent Attorney, NAVAIR OGC Group47123 Buse Road Bldg 2272 Ste 257Patuxent River, MD 20670-1547paxr\_navair\_patents@us.navy.mil(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 | Feb 2009 | DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) "(""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 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 | Jun 1998 | PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) "(applicable if Seller will make shipments under this Contract directly 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 | Oct 2005 | PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) "(applicable if Seller will make shipments under this Contract directly 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." |

Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey

(a) Definitions.

(1) Component means any item supplied to Lockheed Martin or the Government 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, appointment, or tenure of the entitys officers or a majority of the entitys board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

(5) Entity controlled by the Turkish government means

(i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or

(ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.

(6) Purchase Order means a mutually binding agreement between Seller and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to Seller.

(b) Restrictions.

Seller shall not enter into any Purchase Orders that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article.

(c) Reporting requirement.

(1) In the event Seller identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order, or Seller is notified of such by a subcontractor at any tier or any other source, Seller 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, Seller 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 Seller to Lockheed Martin, or penalties imposed upon Seller for unknowingly being non-compliant to paragraph (b) above.

(e) Subcontracts. Seller shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.

PROHIBITION ON DELIVERING ITEMS CONTAINING HEXAVALENT CHROMIUM

(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 Lockheed Martin, Seller 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, Seller shall submit a request to Lockheed Martin.

(d) Notwithstanding the foregoing, the items using the applications listed in Table H-9a below, may be delivered by Seller and accepted by Lockheed Martin 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. Seller 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 2ZZZ00002 Type 2

General structural primer to MIL-PRF-23377

Non-Curing Corrosion Resistant Sealing Compound