



LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

Special Tooling and Test Equipment (STATE) Contract – Contract Number N00019-19-C-0074

Generated using Lockheed Martin CorpDocs 2019 Version

Original: 26 September 2019

Revision 1: 18 November 2020

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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

The following FAR, DFARS and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applies if contract exceeds \$150,000 and SELLER will perform acquisition functions closely associated with inherently governmental functions.)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin.") (Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.208-9 Contractor Use of Mandatory Sources of Supply (MAY 2014) ("Contracting Officer" means "Lockheed Martin".)

FAR 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

**FAR 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)
Alternate I (JUN 2014)**

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013) (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.234-4 Earned Value Management System (NOV 2016) (Applies if Earned Value Management requirements are set forth in the Statement of Work or Supplier Data Requirement List incorporated into this Contract. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.237-8 Restriction on Severance Payments to Foreign Nationals (AUG 2003) (Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applicable to subcontracts for information technology which require 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. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.245-9 Use and Charges (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014) (The blank in paragraph A is completed as follows: AS9100C/EN9100 as geographically appropriate.)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies if Seller will make direct shipment to the Government.)

FAR 52.247-68 Report of Shipment (REPSHIP) (FEB 2006) (Applies if Seller will make direct shipment to the Government.)

DFARS 252.209-7010 Critical Safety Items (AUG 2011) (Applies if Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7006 Passive Radio Frequency Identification (MAR 2018) (Applies if Seller will make direct shipment to the Government.)

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 will be in possession of Government property for the performance of this Contract and Lockheed Martin does not assume the responsibility for marking the property.)

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

DFARS 252.225-7015 Restriction on Acquisition of Domestic Hand or Measuring Tools (JUN 2005)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7032 Waiver of United Kingdom Levies – Evaluation of Offers (APR 2003) (Applies if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) ("Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

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 transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7005 Tax Exemptions (Spain) (Mar 2012) (Applies if work is to be performed in Spain.)

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 transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002 Earned Value Management System (MAY 2011) (Applies if Earned Value Management requirements are set forth in the Statement of Work or Supplier Data Requirement List. (Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.239-7000 Protection Against Compromising Emanations (JUN 2004) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)
(Applies if Seller will be accessing DoD information systems that will require Information Assurance Contractor Training and Certification.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this contract requires securing telecommunications. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies where the items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013) ("Contracting Officer" means Lockheed Martin. Applies if Seller will be in possession of Government property for the performance of this Contract.)

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:

NAVAIR 5252.204-9501 National Stock Numbers (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

- (a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.
- (b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.
- (c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

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

(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. Except as otherwise provided by separate agreement between the ISC and the prime contractor, the ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, reasonable 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, which is proprietary to the prime contractor in addition to third party proprietary data that the prime contractor is authorized to disclose.

(e) To protect any such proprietary information from unauthorized 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. The ISC will be responsible for initiating contact with the prime contractor sufficiently in advance of any work that may require facility access, cooperation from LM, or access to proprietary information belonging to the prime contractor or to third parties who may have authorized the prime contractor to disclose such data to enable the prime contractor to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer.

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.

Name and address of Patent Counsel:

Mark Kelly, AIR-11.0P
Office of Counsel/AIR-11.0
Building 2272/Suite 257
NAVAIRSYSCOMHQ
47123 Buse Road, Unit Moffet
Patuxent River, MD 20670-1547

(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.