

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-20-C-0039

Japan Integration Contract 2.0

Generated Using the 2020 Version of the Lockheed Martin CorpDocs

Original: March 25, 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 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:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013)

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:

NONE

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:

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (Applies when SELLER shall deliver critical safety items.)

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (Applies where single process initiative block changes have been approved.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) (Applies where SELLER shall make direct shipments to the U.S. Government of items covered by this clause meeting the criteria at FAR 211.275-2.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if SELLER shall be in possession of Government property for the performance of this Contract and LOCKHEED MARTIN has not assumed responsibility for the marking of the property.)

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 the marking of the property.)

DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991) (Applies where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. "Administrative Contracting Officer," "Contracting Officer," and "Government" mean LOCKHEED MARTIN. Paragraph (f) is deleted.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (Applies where SELLER is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applies where SELLER is required to 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 252.227-7017 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 252.228-7001 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 that the Government has agreed to assume such risk of loss.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies to cost or incentive contracts valued at \$20,000,000 or more. "Government" means "LOCKHEED MARTIN and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 ALT I – ALTERNATE I – COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies if SELLER personnel shall access DoD information systems.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies where SELLER shall be required to secure telecommunications.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Applies to contracts in excess of \$150,000. "Government" means "LOCKHEED MARTIN.")

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

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) (Applies where Government property will be located at SELLER facilities. "Contracting Officer" means "LOCKHEED MARTIN.")

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) (Applies if SELLER shall furnish technical data. "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 (3) 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 (3) years after delivery to the Government.")

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Applies to contracts for services in excess of \$150,000.)

FAR 52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) (Applies where SELLER shall perform a cost-reimbursement contract wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" means "LOCKHEED MARTIN." The blank is completed with TBD.)

FAR 52.232-16 PROGRESS PAYMENTS (APR 2012) (Applies if SELLER shall receive contract financing in the form of Progress Payments. "Contracting Officer" means "LOCKHEED MARTIN" except in paragraph (g) where it means "LOCKHEED MARTIN or Contracting Officer. "Government" means "LOCKHEED MARTIN." "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 INTEREST (MAY 2014) (Applies in contracts which contain FAR clauses that expressly refer to an interest clause. "Government" means "LOCKHEED MARTIN.")

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies if SELLER shall receive contract financing in the form of 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 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to SELLER where software or services will be retransferred to the Government.)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applies to contracts 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.)

FAR 52.243-2 ALT I – ALTERNATE I – CHANGES-COST-REIMBURSEMENT (APR 1984) (Applies if SELLER is providing services under a cost reimbursement contract. "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) (Applies where Government property will be provided. Communications with the Government under this clause will be made through LOCKHEED MARTIN.)

FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) (Applies where SELLER will make direct shipments to the Government and there is no intervening acceptance by LOCKHEED MARTIN.)

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (MAY 2001) (Applies in research and development cost re-imbusement contracts. "Government" means "LOCKHEED MARTIN" except: (1) in paragraphs (b), (c), and (d) where it means "LOCKHEED MARTIN and the Government;" and (2) in paragraph (k) where the term is unchanged.)

FAR 52.247-64 ALT I – ALTERNATE I – PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003) (Applies if this Contract involves ocean transportation of supplies subject to the Cargo Preference Act of 1954. In the last sentence of paragraph (c), "Subcontractor" means "SELLER and lower term subcontractor." "Contracting Officer" means "LOCKHEED MARTIN.")

FAR 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006) (Applies if SELLER shall be making direct shipments to the Government.)

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (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 workspaces 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 may be 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 regarding proper identification of contractor employees.

NAVAIR 5252.227-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (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 the performance of this Contract.

(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 (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 52.228-7 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 (JUN 1998) (Applies if SELLER shall make direct shipments to the Government.)

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hygroscopic 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 (OCT 2005) (Applies if SELLER shall make direct shipments to the Government.)

(a) Unless specified elsewhere in this 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 this 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 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-7 – PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED

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.

H-8 – NAVAIR 5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECP's) (AUG 1987) (VARIATION)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Government contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.