

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
NPBL N00019-21-R-0080

Generated using Lockheed Martin CorpDocs (2022) Version

Original: July 1, 2022

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.

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:

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (MAR 2022) (Applies except if this Contract is for commercial off the shelf items.)

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 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

FAR 52.203-16 Preventing Personal Conflicts of Interest (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and Seller's employees will perform acquisition functions closely associated with inherently government functions.)

FAR 52.216-16 Incentive Price Revision - Firm Target (JAN 2022) (Applies if this is an incentive type contract with firm targets.)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014) (Applies if this Contract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this Contract.)

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

FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) (Applies if this Contract is a public-work contract performed outside the United States for which the Defense Base Act would apply but for the waiver.)

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990) (Applies if this is a cost-reimbursement type contract which is to be performed wholly or partly in a foreign country.)

FAR 52.232-16 Progress Payments (NOV 2021) (Applies if Seller shall receive progress payments during the performance of this Contract. "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 Interest (MAY 2014) ("Government" means "Lockheed Martin.")

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

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

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (FEB 2019) (Applies if Seller will require routing physical access to a Federally controlled facility or military installation during the performance of this Contract.)

DFARS 252.209-7010 Critical Safety Items (AUG 2011) (Applies if critical safety items will be furnished by Seller during the performance of this Contract.)

DFARS 252.211-7006 Passive Radio Frequency Identification (DEC 2019) (Applies if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by this clause during the performance of this Contract.)

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 unless Lockheed Martin has 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 252.225-7027 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 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015) (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

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

DFARS 252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008) (JUN 2016) (Applies if Seller personnel will perform in the USAFRICOM area of responsibility.)

DFARS 252.225-7987 Requiries for Contractor Personnel Performing In US SOUTHCOM Area of Responsibility (DEVIATION 2021-O0004) (FEB 2021) (Applies if Seller personnel will perform in the USSOUTHCOM area of responsibility.)

DFARS 252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0022) (AUG 2020) (Applies if this Contract exceeds \$50,000. The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to—")

DFARS 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017) (Applies is Seller personnel with perform in the USCENCOM area of responsibility.)

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 relatig 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 252.229-7003 Tax Exemptions (Italy) (MAR 2012) (Applies if work will be performed in Italy.)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applies if Seller is a United Kingdom firm.)

DFARS 252.234-7002 Earned Value Management System (MAY 2011) (Applies to cost or incentive type contracts valued at \$20,000,000 or more and for other contracts as identified in the SSOW. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014) (Applies if this contract exceeds \$50,000,000. In paragraph (b), "Government" means "Lockheed Martin.")

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

DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010) (Applies if this Contract is for mission essential services. "Contract Officer" means "Lockheed Martin." The term "Government" includes Lockheed Martin.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008) (Applies if Seller personnel will 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) (Applies if this Contract exceeds the simplified acquisition threshold. "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 during the performance of this Contract.)

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

NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin.")

(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".

NAVAIR 5252.225-9502 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (DEC 2011)
(Applies if this Contract involves performance in the theater of operations.)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2014.html> (change fiscal year as applicable).

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 shipments 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-2 5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements (AFFARS) (JAN 2017) (Applies If seller shall perform classified work at a government location.)

This contract contains a [DD Form 254](#), DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#), the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the [DD Form 254](#) as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in [DOD 5220.22-M](#), *National Industrial Security Program Operating Manual*, and DOD 5220.22-M-Sup 1.

(b) Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#), the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under [DOD 5220.22-M](#) and DOD 5220.22-M-Sup 1, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H- 3 USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS

If the Contractor believes it to be in the best interest of the F-35 program to consider use or incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose rights other than assertions previously accepted under Contract the following contracts:

N00019-97-C-0038 JSF CDP
N00019-17-C-0001 LOT 12-14
N00019-19-G-0008 (New BOA)
N00019-14-G-0020 (OLD BOA)
N00019-02-C-3002 (SDD)
N00019-06-C-0291 LRIP 1
N00019-07-C-0097 LRIP 2
N00019-08-C-0028 LRIP 3
N00019-09-C-0010 LRIP 4
N00019-09-D-0022 IDIQ
N00019-10-C-0002 LRIP 5
N00019-11-C-0083 LRIP 6
N00019-12-C-0004 LRIP 7
N00019-12-C-0070 ISDD
N00019-13-C-0008 LRIP8
N00019-13-C-0013 LRIP 8 FMS1
N00019-13-D-0005 IDIQ
N00019-14-C-0002 LRIP 9
N00019-14-C-0040 FMS2 Integration
N00019-15-C-0003 LRIP 10
N00019-15-C-0016 Block 2B

N00019-15C-0105 ACURLN00019-15-C-0031 FY15A
 N00019-15-C-0114 FY16A
 N00019-16-C-0008 - C2 D2 Follow on Modernization Phase 1
 N00019-16-C-0052 FY18 NA
 N00019-16-C-0056 NIRL
 N00019-17-C-0045 FY17A
 N00019-18-C-1041 FY18A
 N00019-16-C-0033 - LRIP 11
 N00019-17-C-0001 - LRIP 12
 N00019-18-D-0129 (ECASE IDIQ)
 N00019-18-C-1048 (LRIP 11 Non-Annualized)
 N00019-18-C-1004 FOM P2N00019-19-C-0004 (Lab Development)
 N00019-19-C-0010 (C2D2 2.3)
 N00019-19-C-0074 - STATE
 N00019-19-D-0015 (LRIP 13 AME IDIQ)
 N00019-19-R-0013 (STATE Lots 13-15)
 N00019-19-C-1022 FY19A
 N00019-20-C-0006 FY20A
 N00019-20-D-0007 ALIS/ODIN
 N00019-20-C-0009 LRIP 15-17 Long Lead
 N00019-20-C-0037 ALIS
 N00019-20-C-0048 Belgium Integration
 N00019-21-C-0020 FY21-23A

The Contractor shall submit a written request for approval to the Contracting Officer prior to use or incorporation. The request for approval shall describe:

- alternatives evaluated;
- the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights;
- the name of the entity asserting less than Government Purpose Rights;
- the basis for the assertion (per DFARS 252.227-7017), to include sufficient information to enable the Contracting Officer to evaluate any listed assertions;
- a Rough Order of Magnitude cost estimate to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 (Rights in Technical Data – Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation).

The Government shall respond to the request for approval within 30 business days. If the Contractor does not receive any response from the Government within 30 business days, the Contractor is authorized to use the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation in the performance of this contract. Nothing in this clause precludes the Government from challenging any data rights assertions pursuant to DFARS 252.227-7019 or DFARS 252.227-7037.

H-4 RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

All Property Accountable under the following Contracts:
N00019-97-C-0038
N00019-02-C-3002
N00019-06-C-0291

N00019-07-C-0097
N00019-08-C-0028
N00019-09-C-0010
N00019-09-D-0022
N00019-10-C-0002
N00019-11-C-0083
N00019-12-C-0004
N00019-12-C-0070
N00019-13-C-0008
N00019-13-C-0013
N00019-13-D-0005
N00019-14-C-0002
N00019-14-C-0040
N00019-15-C-0003
N00019-15-C-0016
N00019-15C-0105
N00019-15-C-0031
N00019-15-C-0114
N00019-16-C-0008
N00019-16-C-0052
N00019-16-C-0056
N00019-16-C-0004
N00019-17-C-0045
N00019-18-C-1041
N00019-16-C-0033
N00019-17-C-0001
N00019-18-D-0129
N00019-18-C-1048
N00019-18-C-1004
N00019-19-C-0004
N0019-18-G-0008
N00019-19-C-0010
N00019-19-C-0074
N00019-19-D-0015
N00019-19-R-0013
N00019-19-C-1022
N00019-20-C-0006
N00019-20-D-0007
N00019-20-C-0009
N00019-20-C-0037
N00019-20-C-0048
N00019-21-C-0020

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

H-5 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

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 (FEB 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-6 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR 5252.223-9501) (APR 2009)

The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to Mar-navyhmir@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.

One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

H-8 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (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 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.

H-11 CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (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.

H-12 ENGINEERING CHANGES (NAVAIR 5252.243-9505) (OCT 2005) (All communication with the Government required by this clause shall be conducted through Lockheed Martin.)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

H-13 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR 5252.227-9505) (AUG 1987)

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.

H-15 TAXES AND DUTIES

(a) The contract prices include all applicable taxes and duties, as defined in FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990), except for:

(1) Customs duties, import and export taxes, and similar charges imposed by Participants to the Joint Strike Fighter Production, Sustainment, and Follow-On Development Memorandum of Understanding (MOU) or Foreign Military Sales (FMS) customer of the F-35 Lightning II program;

- (2) Value Added Taxes (VAT) or consumption taxes, imposed by the Country Concerned, as defined in FAR 52.229-6 and 52.229-8, on goods or services delivered in the Country Concerned under this contract.
- (b) If the Contractor is required to pay or bear any tax or duty specified in subparagraphs (a)(2) above, including any interest or penalty, the Contractor shall follow the procedures specified in FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990).
- (c) Nothing outside of exceptions listed above alleviates the Contractor from the requirements of FAR 52.229-6 or 52.229-8.

H-20 LIABILITY INSURANCE (NAVAIR 5252.228-9501) (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.

H-23 COSTS INCURRED FOR SPECIFIC COMMERCIAL AND CONSUMABLE ITEMS

Costs incurred for trucks and golf carts are deemed unallowable under this contract. The F-35 Joint Program Office (JPO) may not procure passenger motor vehicles in accordance with Title 31 U.S. Code § 1343, which prohibits the lease or procurement of passenger motor vehicles without specific authorization in an appropriation. Further, NMCARS 5201.601-90(c)(6)(L) makes a unique delegation to NAVFACENCOM of contracting authority for the procurement and maintenance of automotive vehicles. The contractor shall not include Information Technology (IT) assets which do not touch the airplanes or the Autonomic Logistics Information System (ALIS) directly. The contractor is allowed to procure computers to be located at F-35 Government facilities limited to access of F-35 technical information stored on the Lockheed Martin enterprise network.

H-36 5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (OCT 2019)

(Applies if Seller will perform work on a Government installation. All communication with the Government required by this clause shall be conducted through Lockheed Martin.)

- (a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:
- (1) Require logical access to Department of Defense computer networks and systems in either:
- (i) the unclassified environment; or
 - (ii) the classified environment where authorized by governing security directives.
- (2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.
- (b) Contractors and their personnel shall use the following procedures to obtain CACs:
- (1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.
- (2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).
- (c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.
- (d) During the performance period of the contract, the contractor shall:
- (1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;
 - (2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

- (3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
 - (4) Report lost or stolen CACs in accordance with local policy/directives.
 - (e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.
 - (f) Failure to comply with these requirements may result in withholding of final payment.
- (End of clause)

H-37 RESTRICTION ON THE DELIVERY OR PROCUREMENT OF SUPPLIES AND SERVICES FROM THE REPUBLIC OF TURKEY

(a) *Definitions.*

- (1) "Component" means any item supplied to 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 entity's officers or a majority of the entity's 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 the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

(b) *Restrictions.*

The Contractor shall not enter into any Purchase Orders after 31 March 2020 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 placed on a Purchase Order after 31 March 2020.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor 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, the Contractor 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 the Contractor to the Government, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b) above.

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