



LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER F-35 JSF PRIME CONTRACT No. N00019-12-R-0078 / N00019-14-C-0040
Japan Orders/Non-Recurring Engineering (NRE)

REFERENCE: 2013 Version of Lockheed Martin CorpDocs

ORIGINAL: 30 June 2013
REVISION 1: 11 November 2013¹
REVISION 2: 21 July 2015

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract.
Unless otherwise limited in this Contract, each doc : Contr

252.227-7013- Alt I	Rights in Technical Data ð Noncommercial Items -Alternate I	Jun 95
252.227-7014- Alt I	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation -Alternate I	Jun 95
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions ("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)	Jan 11
252.234-7002	Earned Value Management System ((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. Does not apply for Commercial Items as defined in FAR 2.101) "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.	May 11
252.234-7004	Cost and Software Data Reporting System ((Applies to contracts that exceed \$50 million. In paragraph (b), "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101)	Nov-10
252.239-7001	Information Assurance Contractor Training and Certification	Jan-08
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (Applies if this contract requires securing telecommunications.)	Dec-91
252.243-7002	Requests for Equitable Adjustment "Government" means "Lockheed Martin."	Mar-98
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	Jun -12
252.246-7000	Material Inspection and Receiving Report (Applies if this contract requires delivery of Items directly to the Government.)	Mar-08
252.246-7001	Warranty of 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 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	Dec-91

- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. Requests for approval shall include, but not be limited to, press releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The Contractor shall submit the original and 1 copy of the information proposed for release to LOCKHEED MARTIN. Where practicable, requests and the specific information may be provided to LOCKHEED MARTIN using an electronic medium appropriate for the security level of the information being transmitted. The Contractor shall submit its request to LOCKHEED MARTIN at least 25 working days before the proposed date for release.
- (c) RESERVED
- (d) The Contractor agrees to include a similar requirement in each subcontract or purchase order under this contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through LOCKHEED MARTIN to the Public Affairs Officer.

5252.211- 9510 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

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's principal office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's principal office whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five percent of the applicable rate in the contractor's principal office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

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(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.

Preservation, packaging, and marking of classified information to be furnished under Section J or Contractor equivalent form shall be in accordance with the National Security Program Operating Manual (DoD 5220.22-M) and Security Guidelines contained in the Contract Security Classification Specification, DD Form 254, Section J, Attachment (7).

Marking of Documents ó Cnn"fgnkxgkgtgu"ujcnn"dg" octmgf" ykvj "öLqkp"Uvtkmg"Hki jvgt"Rtqi tco."Eqpvtcev" ZZZZö"cpd the associated contract number. Additionally, the Contractor shall use one of the following distribution statements, as appropriate, for marking technical documents:

DISTRIBUTION STATEMENT D. Distribution authorized to Department of Defense (DoD) and U.S. DoD contractors only [fill in reason and date of dete.