

**SIKORSKY AIRCRAFT CORPORATION,
A LOCKHEED MARTIN COMPANY**
**U.S. Government Provisions and Clauses for Orders under U.S. Government Contracts for “H-60 Multi-Year XI”
(Solicitation # W58RGZ-24-R-0085) (REV. 2024-JUNE)**

1. GENERAL

- 1.1 If an Order is placed at any tier under the resulting Prime Contract Number in support of the H-60 Multi-year Eleven (MYXI) program, additional U.S. Government MYXI provisions (“U.S. Government MYXI Contract Clauses”) shall apply. In the event of a conflict between a provision in this document and LOCKHEED MARTIN’s Standard Terms and Conditions of Purchase, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in LOCKHEED MARTIN’s Standard Terms and Conditions of Purchase.
- 1.2 SELLER shall incorporate the applicable U.S. Government MYXI Contract Clauses in each lower-tier subcontract placed in support of this Order.
- 1.3 Notwithstanding any other provisions in this document, SELLER shall comply with, and shall support LOCKHEED MARTIN’s compliance with, any U.S. Government procurement regulations and policies applicable to LOCKHEED MARTIN and/or SELLER, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Work. SELLER agrees to furnish cost and pricing data certified as to currency, accuracy and completeness every three (3) years, or as frequently as required by LOCKHEED MARTIN’s Customer. To the extent the prices under the Agreement, Contract and/or Order for the Work are at any time not supported by SELLER’s cost or pricing data, SELLER agrees to negotiate fair and reasonable prices for the Work and to incorporate such prices in the Agreement, Contract and/or Order. In no event shall any renegotiated unit price for any of the Work exceed the unit price incorporated herein for such Work.
- 1.4 Whenever necessary to make the context of the clauses applicable to this Order, the term “Contractor” shall mean SELLER, the term “Contract” shall mean this Order, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean LOCKHEED MARTIN, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases, “Government Property,” “Government-Furnished Property,” and “Government-Owned Property,”; (b) in the patent clauses incorporated herein; (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative; (d) when title to property is to be transferred directly to the Government; (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein; and (f) where specifically modified herein.

2. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference. The following contract clauses supplement, but do not replace, those contract clauses listed elsewhere in this Agreement (including but not limited to those clauses listed in the Lockheed Martin FAR and DFARS flowdown provisions for US Government item supplies, as incorporated into SELLER’s CorpDoc(s):

2.1. **FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

FAR Clause #	Description	Rev	Notes &/or Modifications
52.204-5	Women-Owned Business (Other Than Small Business).	(OCT 2014)	
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	(AUG 2020)	
52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (DEVIATION 2022-00001)	(OCT 2021)	Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT.	(OCT 2009)	
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	(OCT 1997)	Note: "Contracting Officer" and "Government" means "LOCKHEED MARTIN." In paragraph (e) "1 year" is changed to "six months."
52.232-16	PROGRESS PAYMENTS (DEVIATION 2020-00010)	(NOV 2021)	Applicable to subcontracts with noncommercial items with the following note: "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 Clause #	Description	Rev	Notes &/or Modifications
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)	Note: "Government" means "LOCKHEED MARTIN."
52.245-9	USE AND CHARGES	(APR 2012)	Note: Communications with the Government under this clause will be made through Lockheed Martin.
52.246-15	CERTIFICATE OF CONFORMANCE	(APR 1984)	

2.2. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

DFAR Clause #	Description	Rev	Notes &/or Modifications
252.204-7000	DISCLOSURE OF INFORMATION	(OCT 2016)	Note: In paragraph (b) "Contracting Officer" means "LOCKHEED MARTIN" and "10 days" means "20 days."
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	(Oct 2016)	
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	(JAN 2023)	Note: Copies of reports provided by SELLER under this clause will be provided to LOCKHEED MARTIN
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	(DEC 2022)	
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	(DEC 2009)	Note: Applies if the Work contains forging items described by the clause.
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN.	(DEC 2019)	Note: Applies except where an exception in paragraph (c) applies
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	(JAN 2023)	Note: "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.

DFAR Clause #	Description	Rev	Notes &/or Modifications
252.228-7001	GROUND AND FLIGHT RISK	(MAR 2023)	Note: 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.
252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	(MAY 2023)	
252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	(NOV 2014)	Applies to Major Subcontracts over \$50M
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252.234-7004	ALTERNATE I - COST AND SOFTWARE DATA REPORTING SYSTEM	(NOV 2014)	Paragraph (b) expressly makes the clause applicable to subcontracts in excess of \$50,000,000. Note: In paragraph (b), "Government" means LOCKHEED MARTIN.
252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	(OCT 2019)	Only applies if Subcontractor will be performing classified work. Note: "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(DEC 2022)	Note: "Government" means "LOCKHEED MARTIN."
252.245-7005	MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY.	(JAN 2024)	Note: "Contracting Officer" means "LOCKHEED MARTIN." "Government" means "LOCKHEED MARTIN and the Government" in paragraphs (c) and (d).

3. U.S. Government MYXI Contract Clauses Incorporated by Full-Text

3.1 LIST OF SPECIAL MYXI CONTRACT REQUIREMENTS

MYXI Clause #	Description	Rev Date
H-1	CLASS II ECPS	
H-3	FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION	
H-7	MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT	
H-21	DISCLOSURE OF INFORMATION: CUI	
H-36	COMMINGLED PARTS	
H-41	DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION	(MAR 2022)

3.2 The following MYXI contract clauses pertinent to this section are hereby incorporated in full text:

3.2.1 H-1 CLASS II ECPS

This paragraph does not limit the Government's right to process changes to the contract IAW FAR 52.243-1 (Aug 1987), "Changes- Fixed Price". The Contractor shall not incorporate Class II ECPs without the DCMA office at Sikorsky Aircraft concurring with the ECP as a Class II. The Contractor shall not incorporate Class II changes affecting the items listed below without approval by the PCO.

- a. Critical Characteristics of CSIs/Flight Safety Parts/Flight Essential Parts
- b. GFM Hardware
- c. Configuration Item Interfaces

3.2.2 H-3 FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION

The Contractor shall identify any CSI that has been independently certified by the FAA that required an airworthiness approval tag (FAA Form 8130-3), and shall provide a copy of such FAA Form 8130-3 to the Government upon delivery of the part.

3.2.3 H-7 MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT

Government Furnished Material (GFM) provided to the Contractor for incorporation in FMS A/C will contain a "Mark For" in the shipping address to indicate the specific FMS case for which the GFM is being provided. Unless otherwise authorized by LOCKHEED MARTIN or Contracting Officer, the Contractor shall ensure that the GFM is utilized for the specific FMS case indicated with no exceptions.

3.2.4 H-21 DISCLOSURE OF INFORMATION: CUI

- 3.2.4.1 The Contractor shall not release any unclassified information to foreign governments or international organizations, regardless of medium (e.g., film, tape, and document), pertaining to any part of this contract or any program related to this contract to anyone outside the Contractor's organization, unless:

- a. Approval for release through the ITAR process IAW 22CFR125.2 is obtained; or
- b. Contracting Officer approval in writing is obtained; or
- c. The information is otherwise in the public domain before the date of release.

3.2.4.2 The Contractors organization shall include subcontractors to the prime for this contract.

3.2.4.3 The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

3.2.4.4 Pursuant to DFARS 252.204-7000, Disclosure of Information, this provision constitutes prior Contracting Officer's written approval to release CUI (1) directly related to the performance of the contract to subcontractors requiring such information provided that the Contractor has ensured that the requirements cited in paragraphs a or c above are met, and (2) to Government auditors or other Government personnel acting in their official capacity.

3.2.5 H-36 COMMINGLED PARTS

3.2.5.1 The commingling of domestic and non-domestic ball and roller bearings and CSIs under this contract is prohibited.

3.2.5.2 Pursuant to DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings, only domestic (i.e., U.S. or Canadian manufactured) ball and roller bearings may be delivered under the contract. Accordingly, the Contractor shall ensure that domestic and non - domestic ball and roller bearings are not commingled in inventory and that the parts delivered under this contract are those from qualified country sources.

3.2.5.3 In accordance with Attachment 0001, SOW, Paragraph 3.6, CSI Program, the Contractor shall institute a process to provide oversight of the CSI program that complies with the SOW requirements. CSIs shall be manufactured with strict control of each individual manufacturing operation throughout the manufacturing process. As such, the Contractor shall ensure compliance with the frozen planning requirements in paragraph 3.6.1.2 of the SOW and shall not engage in the commingling of CSIs from qualified and non-qualified suppliers.

3.2.6 H-41 DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (MAR 2022)

3.2.6.1 Relative to the requirements set forth in the clause of this contract DFARS 252.211-7003 Item Identification and Valuation, the Contractor shall provide a Unique Item Identifier (UII) for the end-item (aircraft), the parts identified in Attachment 0021, and all subsequent revisions to or replacements of such parts. The Contractor shall report acquisition cost information only on end item costs, and not on each reportable line item, subline item, or exhibit line item. Engineering drawing changes incorporating UII marking will be treated as Class II changes with effectivities that are not time or A/C tail number specific, or soft effectivities if they do not effect form, fit or function. The Contractor shall register the assigned Unique Item Identifier for the end-item (aircraft) and the parts in current production configuration at the time of delivery identified in Attachment 0021 to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>