



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

F-35 / JSF LRIP 8 Production

(Combines Prime Contract #: N00019-13-C-0008, N00019-13-C-0013 and N00019-13-C-0014)

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27 JANUARY 2014 (ORIGINAL)

4 APRIL 2014 (REV 1)

5 JUNE 2014 (REV 2)

01 NOVEMBER 2020 (REV 3)

The Terms and Conditions - 612 79 2To0 GT01 N



FAR 52.247-64 Alt 1 Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003)

(Applies to all subcontracts for non-commercial items. In the last sentence of paragraph (c)

"Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

FAR 52.247-67 - Submission of Transportation Documents for Audit (Paragraph C enter DCMA)

(FEB 2006) (Applies to cost reimbursement contracts for non-commercial items.)

DFAR 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)

DFARS 252.211-7007 - Reporting of Government-Furnished Equipment in the DoD Item Unique

Identification (IUID) Registry (AUG 2012) (Applies to contracts wherein the Seller shall perform their own markings.)

DFARS 252.211-7008



DFARS 252.225-7027 Restriction on Contingent Fees for Foreign (UK) (JULY 2012) (APR 2003) (Applicable to contracts for non-commercial items only. In paragraph (a) 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 from the provision.)

DFARS 252.225-7028 - Exclusionary Policies and Practices of Foreign Governments (APR 2003)
(Applicable to contracts for non-commercial items only)

DFARS 252.228-7001 - Ground and Equal Risk (JUN 2012) (Applicable to contracts for non-commercial items only. In paragraph (a) the prime contract is added at the beginning of the clause: "Communications between Seller and the JSFPO 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." of the clause: "Communications between Seller and the JSFPO 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.")



NAVAIR 5252.247-9509 - Preservation, Packaging, Packing and Marking (JUL 1998) (Applies if the Seller is shipping non-commercial items directly to USG.)

NAVAIR 5252.247-9510 - Preservation, Packaging, Packing and Marking for Foreign Military Sales Requirements (OCT 2005) (Applies if the Seller is shipping non-commercial items directly to USG).



**5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007) -
VARIATION (Applicable to all contracts)**

(a) The Seller shall not release to anyone outside the _____ organization any information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF)

The following types of insurance are required in accordance with the clause entitled FAR 52.228-7, -- coverage 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.

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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 minimum coverage of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

H-18 WORK SHARE AGREEMENTS

The Seller shall not enter into any new work share agreements with any subcontractors that specify that a subcontractor will receive a certain amount of business based solely on a dollar amount or percentage of contract or program cost as of the effective date of this contract.

H-24 5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR) (OCT 2005)

(a) Acceptance under Special Conditions. LOCKHEED MARTIN may finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

- (1) When the Seller

