

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 JIC 3.0, Contract N00019-24-C-0055

Generated using Lockheed Martin CorpDocs 2024 Version

Original: 4 NOV 2024

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:

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:

RESERVED

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 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.227-1 Alternate I - Authorization and Consent. (APR 1984) (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

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DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)

NAVAIR 5252.228-9501 LIABILITY INSURANCE (MAR 1999) (The following types of insurance are required in accordance with "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons"" as applicable 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 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) (Applies if Seller will make shipments under this contract directly to the Government.)

"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-4 WORK SHARE AGREEMENTS (The Contractor shall not enter into any new F-35 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 unless it is best value to the F-35 Program and the Contracting Officer has provide written consent pursuant to FAR52.244-2, Subcontracts (OCT 2010). The Contracting Officer shall provide written response to the notice of work share agreement within 14 calendar days after receipt of the work share notification; if a written response is not provided within 14 calendar days, the Contractor will proceed with the entering into the agreement.)

H-5 PROPULSION SYSTEM INTEGRATION (The Parties agree that the following Propulsion System Integration clause shall apply until revised by the Contracting Officer to reflect the same language incorporated into the LRIP 5 definitized contract. The following clause is included in the Air System Contractor (ASC) and Propulsion System Contractor (PSC) contracts to establish the roles and responsibilities for all parties concerning integration of the propulsion system into the JSF Air System and management of JSF Propulsion System-processes as they relate to the JSF Air System. Any AssociateContractor Agreement to which the Contractor is a party shall be consistent with facilitating the Contractor's obligations under this clause.

(a) The ASC shall:

(6) prepare and coordinate Major Variance Requests (MVRs) and Engineering Change Proposals (ECPs) with the ASC and JPO,

(7) review MVRs and ECPs provided by the ASC and identify and notify the ASC and JPO of any impacts to the JSF Propulsion System, and

(8) support ASC efforts to update the documents identified in paragraph(c)(4).

c) The ASC and PSC shall:

(1) participate on the JSF Propulsion IPT to cooperatively identify, manage, and resolve air system and propulsion system anomalies associated with development, production, installation, operation, and sustainment of the JSF Propulsion Systems in the JSF Air System,

(2) participate in Program reviews, IPT reviews, and working groups between the ASC and PSC. Provide timely notification and recommendation to the JPO to mitigate production and sustainment risks resulting from schedule, technical, logistics or resource complications identified during these meetings,

(3) coordinate between the ASC, PSC, and the JPO to generate annual ASC LRIP Groundrules and Assumptions (GR&As) that specify JSF Propulsion System DD250 and JSF Air System delivery dates, as well as other JSF Propulsion System Integration requirements for

NAVAIR HTXT.245-0001 RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (JUL 2018)

- (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:

F-35 Contract Number Contract Title

N00019-14-C-0040 Japan Integration Contract 1.0

N00019-21-C-0037 Japan Integration Contract 2.0

- (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.)