

LOCKHEED MARTIN AERONAUTICS COMPANY

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".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

NAVAIR 5252.227-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009)

(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

(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 Workers' Compensation Act, 33 U.S.C. § 901-950)

NAVAIR 5252.247-9509 PRESERVATION, PACKING AND MARKING (JUL 1998) (Applies if SELLER will make shipments under this contract directly to the Government.)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

NAVAIR 5252.247-9510 PRESERVATION, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005) (Applies if SELLER will make shipments under this contract directly 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)

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of 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-25 COSTS INCURRED FOR SPECIFIC COMMERCIAL AND CONSUMABLE ITEMS

Costs incurred for trucks; golf carts; and office, cleaning, and medical supplies, 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