

LOCKHEED MARTIN CORPORATION**SUPPLEMENTAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER****ISDD CONTRACT NUMBER N00019-12-C-0070****Generated Using 2016 Lockheed Martin Corpdocs****REV 1: 11 APRIL 2016
ORIGINAL: 1 FEB 2012**

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract, Purchase Order or Schedule Agreement. Unless otherwise limited in this Contract, Purchase Order or Schedule Agreement each document applies in its entirety.

In the event of a conflict between the version or date of a clause set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

1. The dates of the following FAR, DFARS clauses are modified as follows:

FAR 52.222-54 Employment Eligibility Verification (July 2012) (Applies if this contract exceeds \$3,000, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.)

2. The following FAR, DFARS and NAVAIR clauses are added:

FAR 252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs.
(SEP 2005) (Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

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.)

FAR 52.246-8 Inspection of Research and Development-Cost Reimbursement (MAY 2001)

NAVAIR 5252.211-9510 Contractor Employees (NAVAIR) (MAY 2011)

NAVAIR 5252.227-9501 Invention Disclosures and Reports (NAVAIR) (MAY 1998) –Government point of contact for receipt of reports under the Patent Rights Clause:

Office of Counsel, AIR-11.0
Attn: Patent Counsel
Building 2272, Suite 257
NAVAIRSYSCOMHQ
47123 Buse Road, Unit Moffet
Patuxent River, MD 20670-1547

NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data (NAVAIR) (OCT 2005) (Not applicable to Commercial Items as defined in FAR Part 2.101)

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009) – The term “prime contractor” means “Seller.”

NAVAIR 5252.228-9501 Liability Insurance (NAVAIR) (MAR 1999) (Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: _

(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 5252.232-9509 Reimbursement of Travel, Per Diem, and Special Material Costs (NAVAIR) (OCT 2006)

FAR 52.228-3 Workers Compensation Insurance (Defense Base Act) (APR 1984) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.243-2-Alt II Changes-Cost-Reimbursement (AUG 1987) Alternate II (APR 1984) – (This clause applies only to cost reimbursement subcontracts. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted. Not applicable to Commercial Items as defined in FAR Part 2.101)

FAR 52.245-9 Use and Charges (Apr 2012) – (Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (JAN 2011) – This clause applies only if the seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (Not applicable to Commercial Items as defined in FAR Part 2.101)

DFARS 252.227-7013-Alt I Rights in Technical Data-Noncommercial Items Alt I (JUN 1995)

DFARS 252.227-7014-Alt I Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation Alt I (JUN 1995)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)
(Applicable to subcontractor personnel accessing DoD information systems)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (DEC 1991) (Applies if this contract requires securing telecommunications.)

DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012) ("Government" means "Lockheed Martin"; Not applicable to Commercial Items as defined in FAR Part 2.101)

DFARS 252.225-7039, Contractors Performing Private Security Functions (AUG 2011)

DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JAN 2009) (Not applicable to Commercial Items as defined in FAR Part 2.101)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010)

DFARS 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006)
(Section 1092 of Pub. L. 108-375)

DFARS 252.245-7001 Tagging, Labeling and Marking of Government Furnished Property (APR 2012) – (This clause applies only if the subcontract Statement of Work or other contractual requirements document identifies any items subject to serialized tracking.)

DFARS 252.246-7001 Warranty of Data (DEC 1991) – (This clause applies to subcontracts for noncommercial items only. "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 years after delivery to the Government.”)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (The 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.)

DFARS 252.234-7002 Earned Value Management System (MAY 2011) – (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. Not applicable to Commercial Items as defined in FAR Part 2.101)

NAVAIR 5252.204-9504 Disclosure of Contract Information (NAVAIR) (JAN 2007) (VARIATION)

FAR 52.219-9 Small Business Subcontracting Plan (JAN 2011) – This clause does not apply if seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.

FAR 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (SEP 2011)(Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted.)

3. Summary of Changes:

Revision 1 Changes:

- Added Clauses:
252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs. Sept 2005
- Updated Clauses:
52.245-9 Use and Charges
252.227-7013-Alt I Rights in Technical Data-Noncommercial Items
252.227-7014-Alt I Rights in Noncommercial Computer Software and Noncommercial
Computer Software Documentation
252.243-7002 Requests for Equitable Adjustment