

4 March 2008 (Revised 10 March 2010 to reference Most Current Version of CORPDOCs)

**ADDITIONAL FASTeR SUBCONTRACT TERMS FOR FA8611-08-C-2897 \* \*\***

\* Formerly FA8611-06-R-2897 and UCA portion of FA8611-05-C-2850

\*\* USE THIS ADDENDUM IN CONJUNCTION WITH THE MOST CURRENT VERSION OF CORP DOCs, AND CORP DOC 3A.

**1. Add the following H Clauses:**

**H001 DEFERRED DELIVERY OF TECHNICAL DATA (OCT 2006)**

(a) The requirement for TDPs under EMD/PALS subcontract is transferred to this subcontract. The Government may choose to order the EMD TDPs under this contract in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."

(b) Seller remains responsible to maintain the currency of their drawings and associated lists, provide access to the F-22Team/Government personnel upon request, and deliver a complete Technical Data Package should the Government order delivery of TDPs under this contract in accordance with paragraph (a) above.

(c) Seller agrees that the Government's rights in any EMD data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data - Noncommercial Items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.



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**3. ADD these Air Force Materiel Command Federal Acquisition Supplement Contract Clauses:**

**5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997).** (Applicable to each subcontract over \$1 million or 10 percent of prime contract value, whichever is less).

(a) The Air Force has entered into contracts with Lockheed Martin for services to provide F22 Sustainment services which will require Seller support in major support areas, including but not limited to, technical, evaluation and acquisition management support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks.

(c) In the performance of this subcontract, the SELLER agrees to cooperate with Lockheed Martin and the US Government as follows( such listing is by way of example, but not limitation): responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the subcontractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to subcontractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support subcontractor technical personnel).

(d) The Seller further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Seller. This agreement does not relieve the Seller of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(e) Service Subcontractor personnel are not authorized to direct a Contractor in any manner.

(f) Service subcontracts contain an organizational conflict of interest clause that requires the service subcontractors to protect the data and prohibits the service subcontractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Seller nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

**5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) ALTERNATE 1 (JUL 1997).** "Contracting Officer" means "Lockheed Martin."

**AFMC FARS 5352.245-9001 Government-Furnished Property/Contractor Requisitioning (Jul 1997)** Applicable if Government or Lockheed Martin property will be furnished to Seller and then appropriate provisions identifying the property must be included in the subcontract.

**4. Add the following FAR Clauses:**

**52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)**

(Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

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**6. INCLUDE THE FOLLOWING DFARS CLAUSES:**

**252.208-7000 Intent to Furnish Precious Metals as Government Furnished Materials** (Dec 1991)

**252.211-7006 Radio Frequency Identification** (FEB 2007) Applicable if Seller will make direct shipments meeting criteria at FAR 211.275 to the USG of items covered by the clause.

**252.222-7000 Restrictions on Employment of Personnel** (Mar 2000) Para (a) insert Alaska and Hawaii.

**252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials** (APR 1993). Applicable if Seller is performing on a DoD installation. "Government" means "Lockheed Martin and the Government."

**252.225-7004 Report of Intended Performance Outside the U.S. and Canada – Submission After Award** (MAY 2007)

**252.225-7012 Preference for Certain Domestic Commodities** (JAN 2007)

**252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the U.S.** (JUN 2006) This clause applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.

**252.246-7003 Notice of Potential Safety Issues** (JAN 2007) Seller shall provide notifications under this clause to Lockheed Martin and the Contracting Officer identified to Seller.