

10 MARCH 2008

ADDENDUM C

C-130J-30

CANADA AIRCRAFT CAPABILITY PROJECT

PRIME CONTRACT #W8475-07SA30/001

Modify the following clauses contained in CORPDOC 1 and CORPDOC 1 SER:

Revision 0: March 10, 2008
Revision 1: February 28, 2024
Revision 2: January 29, 2025

DEFINITIONS

(d) "SELLER" or "SUBCONTRACTOR" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

Modify the following clauses contained in CORPDOC 1 T&M:

7. DEFINITIONS

(d) "SELLER" or "SUBCONTRACTOR" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

Modify the following clauses contained in CORPDOC 1 INT:

6. DEFINITIONS

(f) "SELLER" or "SUBCONTRACTOR" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

CONTROLLED GOODS

As this Contract requires production of or access to controlled goods that are subject to the Defence Production Act, all Subcontractors, at any tier, are hereby advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at <http://www.cgp.gc.ca>.

When any Subcontractor, at any tier, proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, any Subcontractor shall, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of

PERMITS AND LICENSES

The Subcontractor shall, at no additional cost or liability to Canada, obtain all such licenses, permits, permissions, clearances or other documents as may be necessary for the performance of the Work, as of the Effective Date of the Contract, in order to comply with all laws, codes and regulations in force in the legal jurisdiction where the Contract or the Work or any part thereof is being performed. If requested by Notice, the Subcontractor shall forward copies of such licenses and permits to Lockheed Martin.

Any licenses, permits, permissions, clearances or other documents required by any Canadian authority and related to this Contract that come into existence after the effective date of this Contract may entitle the Subcontractor to an Equitable Adjustment.

DANGEROUS GOODS/HAZARDOUS PRODUCTS AND DISPOSAL

Dangerous goods/hazardous products – material which is classed as dangerous /hazardous shall be marked by the Subcontractor:

- shipping container – in accordance with the Transportation of Dangerous Goods Act, 1992; and
- immediate product container – in accordance with the Hazardous Products Act.

Material Safety Data Sheets, indicating the NATO Stock Number, shall be provided by the Subcontractor as follows:

one (1) copy to be mailed to:

Lockheed Martin

one (1) soft copy: on CDROMs in ASCII, Rich Text Format (RTF) or common word processing from (i.e. MS Word or WordPerfect) shall be mailed to the address provided above.

The Subcontractor shall be responsible for any damages caused by improper packaging, labelling or carriage of goods/products.

The Subcontractor must ensure they adhere to all levels of regulations regarding dangerous /hazardous products as set forth by applicable laws.

The Subcontractor when supplying dangerous goods must contact the consignee at least 48 hours prior to shipping in order to schedule a receiving time.

The Subcontractor shall provide a list of the Materials that appear in the Maintenance Manuals, and an electronic of all these MSDSs. The contractor shall also provide an outline of the Potential hazardous materials that could appear on the aircraft, by general location, and an electronic copy of representative MSDSs for these potential hazardous materials in accordance with CDRL item SED-006.

The Subcontractor shall have full responsibility for disposal of any hazardous waste removed or uncovered in the performance of the Work. Title to such waste shall pass to the Contractor as soon as the Contractor takes possession of the waste, and the Contractor shall dispose of such waste in accordance with the requirements of the Contract, if any, in accordance with applicable laws.

The C-130 J aircraft complies with the Montreal Protocol for non-use of all substances listed therein with the exception of Halon 1211. In the C-130J-30 Halon 1211 is used for engine fire extinguishers.

Currently, the Subcontractor is allowed to use Halon 1211 in accordance with a waiver from the US Government.

COMPLIANCE WITH APPLICABLE LAWS

The Subcontractor shall comply with all laws applicable to the performance of the Work including health and labor conditions and the protection of the environment on the Effective Date of the Contract and shall require compliance therewith by all of its lower tier Subcontractors.

NOTICE OF LABOUR DISPUTES

Whenever the Subcontractor has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of this Contract, the Subcontractor

The FOREIGN Subcontractor shall comply with the provisions of the: industrial security regulations or the manual of the NSA/DSA of United States; Security Requirements Check List, attached at Annex "E";

IMMIGRATION REQUIREMENTS

The Subcontractor shall be responsible for compliance with all immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in

SUSPENSION OF PAYMENT

Notwithstanding anything herein contained, the Lockheed Martin Procurement Representative may suspend payments whenever it finds substantial evidence that the Subcontractor:

has failed to comply with any material requirement of the Contract ;

has so failed or is unable to make progress in the performance of the Work or any of its various components so as to either endanger the due completion of the Work or so as to prevent Lockheed Martin from using a Deliverable End Item, as intended because of the lack of progress on or the untimely completion of another Deliverable End Item; or

is in such unsatisfactory financial condition as to endanger the due completion of the Contract.

Prior to suspending payment pursuant to this Article, the Lockheed Martin Procurement Representative shall, by Notice to the Subcontractor, give the Subcontractor a period of time, which is reasonable in the opinion of the Contract Authority, in which to cure such failure, refusal or inability to comply with any obligation under the Contract, such period of time to be no less than forty-five (45) calendar days

QUALITY ASSURANCE AUTHORITY

SELLER shall comply with Appendix QX.

ISO 9001:AS9100 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS (QAC X)

In the performance of the Work described herein, the Subcontractor shall comply with the requirements of the ISO 9001:AS9100 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not the intent of this clause to require that the Subcontractor be registered to the applicable standard; however, the Subcontractor's quality management system must address each requirement contained in the standard.

The Subcontractor shall provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of the Quality Assurance Services(QAS) and shall use reasonable efforts to provide the assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR shall have the right of access to any area of the Contractor's facilities where any part of the Work is being performed. The QAR shall be afforded opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with Contract requirements. The Subcontractor shall make available for reasonable use by the QAR the equipment necessary for all validation purposes. Subcontractor personnel shall be made available for operation of such equipment as required.