

LOCKHEED MARTIN CORPORATION
SUPPLEMENTAL TERMS AND CONDITIONS FOR
JSF LRIP 6 CONTRACT NUMBER N00019-11-C-0083

For Use with the latest Version of the Lockheed Martin CorpDocs

June 28, 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 document 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 and DFARS clauses are modified as follows:

RESERVED

2. The following FAR and DFARS clauses are added:

52.211-15 Defense Priority and Allocation Requirements (Apr 2008)

Subcontracts that are issued under a rated prime contract must carry the rating of the prime contract.

52.223-7 Notice of Radioactive Materials (Jan 1997)

Applies if this contract is for radioactive materials. "Contracting Officer" and "Government" means "Lockheed Martin." The blank in paragraph (a) is replaced with "180 days."

52.232-16 Progress Payments (Aug 2010)

"Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."

52.242

-2 Production Progress Reports (Apt 1991)

Applies if production progress reports are desired. "Contracting Officer" means "Lockheed Martin."

52.243-7 Notification of Changes (Apr 1984)

252.228-7001 Ground and Flight Risk (Jun 2010)

In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.

252.234-7004 Cost and Software Data Reporting System (Nov 2010)

Applies to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991)

Applies if this contract requires securing telecommunications.

252.243-7002 Requests for Equitable Adjustment (Mar 1998)

"Government" means "Lockheed Martin."

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)

Applies to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.

52.222-2 Payment for Overtime Premiums (Jul 1990)

Paragraph (a), insert: \$0

52.223-7 Notice of Radioactive Materials (Jan 1997)

Applies if this contract is for radioactive materials. "Contracting Officer" and "Government" means "Lockheed Martin." The blank in paragraph (a) is replaced with "180 days."

52.243-2 Alt II Changes- Cost Reimbursement- Alternate II (Apr 1984)

252.228-7001 Ground and Flight Risk (Jun 2010)

In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)

Applicable to subcontracts where the items

3. The following Section H is added:

SECTION H SPECIAL PURCHASE ORDER REQUIREMENTS

H-1 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(d) Communications with the Contracting Officer shall be made through Lockheed Martin

H-2 5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

John Gladstone Mills
COMNAVAIRSYSCOM
47123 Buse Road, Unit IPT
Patuxent River, MD 20670-1547
(301) 757-0573

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the temporary alternate worksite for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the Contracting Officer Representative in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be

(g) RESERVED

(h) RESERVED

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- (1) Form, fit, and function data as defined in DFARS 252.227-7015, Technical Data Commercial Items (NOV 1995);
- (2) Data required for repair or maintenance of commercial items, or for the proper installation, operating, or handling of a commercial item, either as a stand alone unit or as a part of a military system, when such data customarily provided to commercial users are not sufficient for military purposes; and
- (3) Data describing the modifications made at Government expense to a commercial item in order to meet the requirements of this contract.

(c) In the event an item set forth in paragraph (a) above is determined after award to be other than a commercial item, technical data for that item shall be subject to DFARS 252.227-7013, Rights in Technical Data Noncommercial Items (NOV 1995), notwithstanding paragraph (b) above.

(d) In addition to the assertions made in paragraph (a) above, other assertions may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the decision to award this contract. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery or pr-5(on)1-4(t)-4. 1 44 453.31 Tm[pract]6(i)-5(cab)14ct