

LOCKHEED MARTIN CORPORATION
SUPPLEMENTAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
JSF LRIP 5 CONTRACT NUMBER N00019-10-C-0002
For Use with 2010 Lockheed Martin Corpdocs
October 07, 2010

The following are the provisional supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., Corpdoc 3, Corpdoc 3a, Corpdoc 4, etc.), into subcontracts issued under the LRIP 5 prime contract Prime Contract N00019-09-C-0010 (the Prime Contract) and subsequent LRIP prime contracts (the "Prime Contracts"). These supplemental terms and conditions are provisional and subject to revision as prime contract terms, conditions, and requirements develop.

Type	Clause No.	Date	Title
FAR	52.227-11 ALT I	Jun-89	Patent Rights--Retention by the Contractor (Short Form). As prescribed in 27.303(a)(3), add the following sentence at the end of paragraph (b) of the basic clause: The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements: _____* [*Contracting Officer complete with the names of applicable existing treaties or international agreements. The above language is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed.]
FAR	52.242-2	Apr-91	Production Progress Reports.
FAR	52.246-15	Apr-84	Certificate of Conformance.
DFAR	252.204-7000	Dec-91	Disclosure of Information. In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days."
DFAR	252.211-7006	Feb-07	Radio Frequency Identification.
DFAR	252.225-7009	Jul-09	Restriction on Acquisition of Certain Articles Containing Specialty Metals. Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.
DFAR	252.225-7012	Dec-08	Preference for Certain Domestic Commodities.
DFAR	252.225-7025	Dec-09	Restriction on Acquisition of Forgings.
DFAR	252.225-7028	Apr-03	Exclusionary Policies and Practices of Foreign Governments.
DFAR	252.225-7032	Apr-03	Waiver of United Kingdom Levies--Evaluation of Offers.
DFAR	252.227-7017	Jun-95	Identification and Assertion of Use, Release, or Disclosure Restrictions.
DFAR	252.234-7002	Apr-08	Earned Value Management System.
DFAR	252.239-7016	Dec-91	Telecommunications Security Equipment, Devices, Techniques, and Services.

Type Clause No.

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Type	Clause No.	Date	Title
PRIME	H-28	JUN-10	Taxes.

Type	Clause No.	Date	Title
PRIME	H-30	JUN-10	<p>DATA DELIVERY</p> <p>All unclassified data and information, including technical data as defined in FAR 52.227-14, generated in the performance of this Purchase Order or Contract shall be delivered electronically to the JSF Virtual Environment (JSF Data Library (JDL) or Product Data Management System (PDM), as applicable).</p>
PRIME	H-31	JUN-10	<p>MANAGEMENT OF SUPPLIERS</p> <p>Notwithstanding any direction to the contrary herein, SELLER is required under this Purchase Order to manage any and all lower tier subcontractors. SELLER shall not use a LOCKHEED MARTIN established Right to Buy (RTB) subcontractor's status as a performance excuse or basis for equitable adjustment if Seller elects to use such RTB subcontractors in the performance of this Purchase Order.</p>
PRIME	H-32		<p>INFORMATION SECURITY ASSURANCE</p> <p>A. SELLER certifies and represents that it has established Information Security Assurance processes sufficient to adequately protect data and information of LOCKHEED MARTIN, its subsidiaries, suppliers, teammates, contractors and agents.</p> <p>B. SELLER shall monitor and update its Information Security Assurance processes as necessary to ensure the data and information of LOCKHEED MARTIN, its subsidiaries, suppliers, teammates, contractors and agents, is and, during the term of this Purchase Order or for longer periods as may be specified in this Purchase Order, continues to be, adequately protected.</p>
PRIME	H-33		<p>PNR CERTIFICATION</p> <p>Seller certifies that any and all items designated as Production Non-Recurring (PNR) and/or provided under the appropriate prime contract CLINs (whether characterized by Seller as tooling, test equipment, capital equipment or otherwise) that are charged directly to this Contract, including any directly charged PNR tooling or test equipment, are special tooling or special test equipment, as respectively defined in FAR 2.101, and are of such a specialized nature that without substantial modification or alteration their use is limited to the production of the F-35 Joint Strike Fighter aircraft. In addition to any other remedies that may be available, should the Parties discover that any item directly charged to this Contract is not special tooling or special test equipment, as respectively defined by FAR 2.101, shall be removed from the Contract and the Contract cost and fee or price shall be adjusted to reflect its removal.</p>

