L

Advanced Pilot Training (APT) Program
Contract Number FA8617-17-R-6219
Generated using Lockheed Martin CorpDocs 2016 Version

REV. 2-FEB 10, 2017
REV. 1-- 10 JAN 2017
ORIGINAL--17 NOV 2016

THE TERMS SET FORTH HEREIN ARE BASED ON THE FA8617-16-R-6219 PRIME CONTRACT SOLICITATION. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH ANY CHANGES RESULTING FROM THE FA8617-17-R-6219 PRIME CONTRACT DEFINITIZATION

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

subcontracts awarded to a foreign subcontractor unless the subcontractor is otherwise exempt from CAS.   Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

FAR 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to

1. General. The Government requirements for such technical data, computer software documentation, computer databases, graphics, and computer software include--

A. No less information or detail than industry standards, nor less than Lockheed Martin typically requires or uses to perform OMIT activities; and

B. Additional information or detail necessary for military purposes related to OMIT.

2. Depot-Level OMIT Data.Depot-level OMIT data includes a complete package of technical data, computer software documentation, computer databases, graphics and computer software necessary for installation and deinstallation, and disassembly and reassembly, at the lowest practicable segregable level. Examples of technical data and computer programs that are needed to perform depot-level maintenance include, but are not limited to, the following:

A. Detailed airframe technical data and information regarding all systems;

B. Depot-level maintenance technical data and information regarding all systems, subsystems, and components; and

C. Interface Control Documents (ICDs).

(c) License Rights. Contractor hereby grants or shall obtain for the Government unlimited rights in all technical data, computer software, computer databases, graphics, and computer software documentation necessary for OMIT. Any exceptions to this grant for computer software shall be identified and asserted as a restriction on computer software pursuant to LCMC/WLZ - H002 and shall include any assertions for commercial computer software required for OMIT, which shall be subject to a commercial license consistent with DFARS 227.7202-1(a).

(d) Subcontractors and Suppliers. The contractor's obligations in this special contract requirement shall apply to alll systemtractortr

5. LCMC/WLZ--H001 Delivery And License Rights For Technical Data and Software Necessary For Operation Maintenance, Installation and Training (OMIT) (DEC 2016)

(b) Identification and Assertion of Restrictions. The Seller shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. The Seller (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than unlimited rights as follows:

A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to DFARS 252.227-7017.

B. Commercial Technologies. The Seller also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types

Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The Seller shall provide copies of all proposed specially negotiated licenses, commercial licenses, and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.

AFMC STD - H005 (AFMC STD-5) IMPLEMENTATION OF PATENT RIGHTS CLAUSE (DEC 2016)
(a) Interim or final Invention Reports (1) listing subject invention(s) and stating that all subject inventions

section 227.7202 and said contract. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s); DFARS section 227.7202 and/or said contract, the parties to the present Software License hereby agree that said provision(s) shall be null and void. In the event that any of said provision(s) are rendered null and void, as described hereinabove, the remaining provision(s) of said License shall remain in full force and effect.

Notwithstanding the above, the Government reserves the right to inspect or test any software, software documentation and/or service associated with the present Software License and tendered in performance of this contract for compliance therewith. In the event that said software, software documentation and/or service are deemed non-compliant, the government shall be entitled to replacement, refund and/or equitable relief"

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.
3. Contractor shall provide a listing and copies of all commercial computer software licenses related to the above described Government Contract.
4. Contractor shall provide documentation to clearly correlate or map software license(s) to:
    a) Contract Line Item Numbers (CLINS);
    b) Contract Deliverables (CDRLS);
    c) Paragraphs in the statement of work (SOW); and/or
    d) Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain COMMERCIAL computer software corresponding to certain software license agreement(s) are physically located on the system to be delivered under the contract

Summary of Changes