



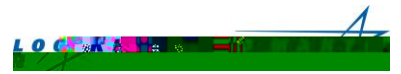


"Lockheed Martin". Lockheed Martin shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Lockheed Martin.)

**PART III. ADDITIONS:** The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

**FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**FAR 52.203-16 PREVENTING PERS**



**DFARS 252.211-7007 REPORTING OF GOVERNMENT-**





(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**PART II. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS:** For purposes of this Section H, “Government” means “the United States Government.” The following Section H clauses are incorporated into the Contract in full text:

**H-2 – RIGHTS IN NONCOMMERCIAL DATA AND SOFTWARE UNDER CLINS 0001, 0002, 0009, 0010, 0011, 1002, 1009, 1010, 1011, 2002, 4001, & 0100**

(a) Noncommercial Data and Software

(1) The Government desires to obtain a minimum of Government Purpose Rights (GPR) license rights for the Block 4 Follow-On Modernization capabilities and design as defined in DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS and DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION.

(2) If the Contractor believes it to be in the best interest of the F-35 program to consider incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation into a Development Foundation Contract II (DFC II) deliverable with less than Government Purpose rights, then the Contractor shall submit a written request for approval to the Contracting Officer prior to incorporation. The request for approval shall describe all of the following: alternatives evaluated; the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation; the name of the entity asserting less than Government Purpose Rights; the basis for the assertion, to include sufficient information to enable the Contracting Officer to evaluate any listed assertion information as defined in DFARS 252.227-7017; and a Rough Order of Magnitude to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS and DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE



Applicable if this contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty (30) days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company s representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoDM 5220.22, National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or Influence (FOCI).

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor s security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

#### **H-7 – RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR) (MAY 2016)**

(a) Pursuant to FAR 45.301, authorization is granted to use the Government property identified below on a noninterference basis without rental charge in the performance of this Contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

- N00019-02-C-3002 SDD
- N00019-14-C-0004 Development Foundation (DFC)
- N00019-14-G-0020 Delivery Order 0097 – Development Test Viability
- N00019-20-C-0051 Property Accountability Contract (PAC)
- N00019-10-C-0002 (LRIP 5 Annualized Sustainment)

