



LOCKHEED MARTIN CORPORATION

SUPPLEMENTAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

JSF LRIP 4 CONTRACT NUMBER N00019-09-C-0010

For Use with January 2011 (or Later Versions) Lockheed Martin Corpdocs

August, 26 2011

The following are the 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 4 prime contract Prime Contract N00019-09-C-0010.

1.



52.245-9 Use and Charges (Aug 2010)

Applies when Government Property is provided. Communications with the Government under this clause will be made through Lockheed Martin.

52.246-15 Certificate of Conformance (Aug 1984)

Applies if shipping is direct to the Government.

252.204-7000 Disclosure of Information (Dec 1991)

In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days."

252.215-7004 Excessive Pass- Through Charges (May 2008)



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.

252.239-7016 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."

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts (Aug 2009))

The clause mandates flowdown of the DFARS provisions identified in the clause.

Applies for Fixed Price Contract Line Items Only

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."

52.246-2 Alt I Inspection of Supplies--Fixed-Price (Jul 1985)

Applies to Fixed Price Incentive contracts. "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin."

Applies for Cost Reimbursement Contract Line Items Only

52.229-8 Taxes--Foreign Cost-Reimbursement Contracts (Mar 1990)



3. The following Section H is added:

SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

For purposes of this Section H, “Government” means the United States Government.

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

(a) The Contractor shall not release to anyone outside the Contractor’s organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.



U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) RESERVED

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence 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 recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(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 paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the Federal Travel Regulation, Joint Travel Regulation or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) RESERVED

(d) RESERVED

(e) RESERVED

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the Federal Travel Regulation, Joint Travel Regulation, or SR. The applicable rate is authorized at a flat seventy



H-6 AUTHORIZATION TO INCORPORATE CONCURRENCY CHANGES

The JSF production effort under the Low Rate Initial Production (LRIP) Prime Contract is occurring at the same time as, or concurrently with, the System Development and Demonstration (SDD) program. Due to this concurrency, the LRIP production configuration of the JSF Air System may evolve or change as the design matures and systems are tested and qualified during SDD development testing. LOCKHEED MARTIN, in its prime contract with the US Government, is responsible for incorporating concurrency related changes into the LRIP production Air Systems. The purpose of this clause is to describe SELLER's responsibility to support LOCKHEED MARTIN in incorporating concurrency related changes into LRIP production.

(b) Definitions

(1) Variance – For purposes of this clause, “Variance” means a concurrency change that the Contractor has not incorporated into an LRIP 4 Air System at the time of acceptance (DD250).

(2) Record Variance – For purposes of this clause, “Record Variance” means the documentation indicating the Government's decision to forego the Contractor's incorporation of a Concurrency Change into an LRIP 4 Air System and to use an LRIP 4 Air System in an “as is” condition.

(3) Concurrency Change - For purposes of this clause, “Concurrency Change” means a change to the configuration baseline of LRIP 4 Air System hardware resulting from the SDD design maturation process or the SDD systems testing and qualification process that is necessary to provide the capabilities described in the Capabilities and Configuration Description Document, Attachment (2) of Section J, or achieve the requirements stated in the JSF Air System Contract Specification (JCS), Attachment (2) of JSF SDD Contract N00019-02-C-3002.

(4) Configuration Baseline – For purposes of this clause, “Configuration Baseline” means the baseline for the LRIP 4 Air System described in Section 4.0 “Configuration Baseline” of the Capabilities and Configuration Description Document, Attachment (2) of Section J, plus Government-approved Change Requests.

(5) Concurrency Change Plan - For purposes of this clause, “Concurrency Change Plan” means the Contractor's proposed plan documenting the actions required to incorporate a Concurrency Change into the LRIP 4 Air Systems.

(6) Pre-Acceptance Concurrency Action – For purposes of this clause, “Pre-Acceptance Concurrency Action” means a Concurrency Change that the Contractor incorporates in an LRIP 4 Air System prior to acceptance of the Air System (via DD250)

(7) Post-Acceptance Concurrency Action – For purposes of this clause, “Post-Acceptance Concurrency Action” means a Concurrency Change that the Contractor incorporates in an LRIP 4 Air System after acceptance of the Air System (via DD250) via a Contractor-supplied post-acceptance installation kit.

(8) Point of Discovery – For purposes of this clause, “Point of Discovery” means the date on which a meeting is convened by the Contractor's Chief Engineer to discuss the resolution of a reported deficiency in the Air System configuration, which, if left unresolved, may result in the Contractor's failure to provide the capabilities described in the Capabw 5.916(pl)-9(i)9(t)-1(i)-92(s)-8(nbe)-12(e C)-3







products to foreign countries. SELLER agrees to cooperate with LOCKHEED MARTIN in fulfillment of such industrial participation obligations.

(b) LOCKHEED MARTIN encourages SELLER to develop a plan for creating industrial participation



H-16 5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

Pursuant to FAR Clause 52-245-1 "Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts) (JUN 2007) the Seller is authorized to use the following Government property on a rent-free basis in performing this contract:

(a) Government Property currently accountable under the following contracts

TBD

(b) Government-Furnished Property provided under this contract:

TBD

The Seller is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for Sellercaused

conflicts, delays, or disruptions to any work performed by the Seller due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

(c) Government Furnished Property Provided "As Is": The Government Furnished Items listed in (a) or (b), above, that are provided to the Seller in an "As-Is" condition pursuant to FAR 52.245-1 may be repaired or modified, to meet contractual requirements, as a direct cost to this contract, as defined in items (1) through (4), below.

(1) If "As-Is" Government Furnished Items listed in (a) or (b), above, require refurbishment, the cost of which does not exceed 50% of acquisition cost, then Seller may proceed with refurbishment using contract funds and without obtaining Contracting Officer approval.

(2) If refurbishment costs exceed 50% of acquisition cost, the Seller shall seek PCO authorization, through LOCKHEED MARTIN, prior to undertaking a repair.

(3) Any repair or modification of these items shall not affect the title of the Government.

(4) Any refurbishment of Government Furnished Items provided As-Is shall not negate the warranty. That is, the Government does not warrant the condition of these assets provided to the Seller.

H-17 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (5252.227-