

14 December 2009

**ADDITIONAL SUBCONTRACT TERMS FOR FA8611-09-C-2900 \***

\* USE THIS ADDENDUM IN CONJUNCTION WITH THE MOST CURRENT VERSION OF CORP DOCS, AND CORP DOC 3A.

**1. Add the following H Clauses:**

**H001 DEFERRED DELIVERY OF TECHNICAL DATA**

(a) Buyer may choose not to order the delivery of full supplier Technical Data Packages (TDPs) under PO's issued under the EMD prime contract (F33657-91-C-0006) or, as appropriate, prior F-22 production prime contracts listed in H-008 below. Buyer may choose to order the TDPs under this PO in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."

(b) Seller and lower tier subcontractors shall maintain the currency of their drawings and associated lists, provide access to the F-22Team/Government personnel upon request, and deliver a complete Technical Data Package should the Buyer order delivery of TDPs under this contract in accordance with paragraph (a) above.

(c) Seller agrees that the Government's rights in any TDP data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data - Noncommercial Items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

(d) The Statement of Work (SOW) on this PO requires, in certain instances, that data previously developed under POs issued by Buyer to Seller under the EMD Contract (F33657-91-C-0006) or, as appropriate, prior F-22 production prime contracts listed in H008 below, be updated or maintained for production. In performance of these SOW requirements. Seller is authorized to incorporate updates for production into the applicable existing EMD data in lieu of creating new documentation. These updates shall be made available to the Government in accordance with existing data access and delivery requirements (i.e., as required or periodic SDRL submittal, or alternate access data).

(e) Costs incurred to incorporate updates for production into the existing TDP shall be incurred under this PO and not charged to any other F-22 PO.

**H002 RELEASE OF INFORMATION**

(a) The Seller shall obtain approval from the 88th Air Base Wing Public Affairs Office (88th/PAX) 30 days prior to release of any information relating to this contract or the F-22 program that has not been previously cleared or released by the U.S. Air Force or the Department of Defense. The Seller shall include this clause in any subcontract awarded as a result of this contract. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, briefings, etc. Briefings submitted using Microsoft Power Point shall be submitted in Note Page format.

(b). All Seller requests must include a statement that full internal technical and security reviews have been accomplished and that the information being submitted for clearance is "unclassified, technically accurate, nonproprietary, and considered suitable for public release." A sample contractor request letter with the required certification statements and

other information may be obtained from the Security and Policy Review public web site at <<http://www.wpafb.af.mil/library/factsheets/factsheet.asp?id=10275>>.

Seller must provide three (3) copies of each document or magnetic media (video, CD, floppy disk, etc.) and request letter by postal mail or package service. For security and administrative reasons, documents may not be submitted by electronic mail.

(c) Unclassified, unlimited distribution information proposed for public release about the F-22 Program must be submitted to:

88th Air Base Wing Office of Public Affairs  
5215 Thurlow St  
Bldg 70, Suite 4B  
WPAFB, OH 45433-5543  
Tele: 937-522-3252  
Fax: 937-522-3500  
DSN 672-3252  
email: 88abw.pa@wpafb.af.mil

### **H003 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION**

Seller must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Seller shall submit DD Form 1494, Application for Equipment Frequency Allocation, in triplicate to the Lockheed Martin within 10 days of proposal submission. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. Lockheed Martin will route the DD Form 1494 through the Administrative Activity Quality Control Office in accordance with AFI 33-118. Upon verification of frequency requirements, the subcontractor shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request". Attention is directed to DFARS 252.235-7003, Frequency Authorization and its ALT 1.

### **H004 CONTRACTOR IDENTIFICATION**

(a) Seller personnel and their subcontractors must identify themselves to the U.S. Government as subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Seller -occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Seller supplied signs, name plates or other identification, showing that these are work areas for Seller personnel.

### **H005 NEW MATERIAL**

Unless specified elsewhere in this contract or attachments incorporated by reference, Lockheed Martin written approval is required before using "other than new material".

### **H008 APPROVALS OBTAINED UNDER EARLIER F-22 CONTRACTS APPLICABLE UNDER PRODUCTION - FOREIGN NATIONALS/SOURCES**

(a) Notwithstanding anything in this contract to the contrary, the notifications and approvals previously provided during the F-22 EMD contract (F33657-91-C-0006, H-008/H-009), PRTV/PRTV II contract (F33657-97-C-0030, H-007), Program Support contract (F33657-97-C-0031, H-007), Lot 1 contract (F33657-99-C-0036, H-005), Lot 2 contract (F33657-00-C-0020, H-008), Lot 3 contract (F33657-01-C-2095, H-008), Lot 4 contract (F33657-02-C-0010, H-008), Lot 5 contract (FA8611-04-C-2851, H-008), Lot 6 contract (FA8611-05-C-2850, H-008), and Multi-Year (Lots 7-9) Contract (FA8611-06-C-2899, H-008) with respect to Foreign Nationals - Foreign Sources shall be applicable to this contract for AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

(b) Further, commercial items, off-the-shelf items (i.e., previously developed items) and items not on the critical technology list are excluded from the requirements of AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

#### **H010 REVIEW OF PROPRIETARY DATA**

The Seller hereby grants its permission to disclose and release any data submitted hereunder marked with a limited, restricted or proprietary rights legend to a support contractor retained by the Government; provided that such support contractor shall be prohibited from further releasing, disclosing or otherwise using such data in accordance with a Non-Disclosure Agreement. The Seller shall include this clause in all subcontracts hereunder calling for data, with the exception of subcontracts for commercial items.

#### **H012 SUBCONTRACTOR FLOWDOWNS**

(a) The Seller is authorized, without any requirement for additional approval, to flow down to its subcontractors the limited risk of loss provisions of SECTION I contract clause FAR 52.245-01 GOVERNMENT PROPERTY (DEVIATION) (JUN 2007). Such authorization shall be limited to subcontractors having Government approved property control systems.

(b) The Seller is authorized, without any requirement for additional approval, to flow down to its subcontractors limitation of liability as provided in SECTION I contract clauses FAR 52.246-23 Limitation of Liability (Feb 1997) and FAR 52.246-24 Limitation of Liability - High Value Items (Feb 1997) Alternate I (Apr 1984); provided however, that 52.246-23 is only flowed down for those subcontractor items with a unit cost less than \$100,000.00 and 52.246-24 is only flowed down for those subcontractor items with a unit cost greater than or equal to \$100,000.00.

#### **H015 SPECIAL TEST EQUIPMENT, SPECIAL TOOLING AND GOVERNMENT FURNISHED PROPERTY**

On a non-interference basis, the Seller may use and may authorize its subcontractors to use Special Tooling, Special Test Equipment and/or Government Furnished Property (GFP) accountable or approved for use under the F-22 Production programs (F33657-97-C-0030, F33657-97-C-0031, F33657-99-C-0036, F33657-00-C-0020, F33657-01-C-2095, F33657-02-C-0010, FA8611-04-C-2851, FA8611-04-C-2850, FA8611-05-C-2850, and FA8611-06-C-2899) in the performance of this contract.

## **2. Add these Air Force Federal Acquisition Regulation Supplement Contract clauses:**

**5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003).** The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

**5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)** This clause applies if Seller will perform work on a government installation. "Contracting Officer" means "Lockheed Martin."

**5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUGUST 2007).** (Applicable if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

**5352.242-9001 COMMON ACCESS CARDS (CACS) FOR CONTRACTOR PERSONNEL-AFRL (AUG 2004) (TAILORED)** Applies if Seller will perform work on a Government

installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.

**3. ADD these Air Force Materiel Command Federal Acquisition Supplement Contract Clauses:**

**5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997).**  
"Contracting Officer" means "Lockheed Martin."

**5352.245-9001 Government-Furnished Property/Contractor Requisitioning (AFMC) (Jul 1997)** Applicable if Government or Lockheed Martin property will be furnished to Seller and then appropriate provisions identifying the property must be included in the subcontract. List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity.

**4. ADD these DFARS CLAUSES:**

**252.211-7006 Radio Frequency Identification (Feb 2007)**

**252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993).** Applicable if Seller is performing on a DoD installation.  
"Government" means "Lockheed Martin and the Government."

**252.225-7004 Report of Intended Performance Outside the U.S. and Canada – Submission After Award (MAY 2007)**

**252.225-7009 Restrictions on Acquisition of Certain Specialty Metals (Jul 2009)**  
Clause (d) is deleted.

**252.225-7012 Preference for Certain Domestic Commodities (Dec 2008)**  
Applies if Seller is providing any of the items covered by this clause.

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

Para (b), Location is "All locations approved for developmental and production activities in support of the F-22 Program."

Para (c), List can be obtained from "The F-22 System Security Division"

Para (c), List and identify locations: "All equipment currently in use or scheduled for use in the F-22 program."

**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)**

**252.246-7001 Warranty of Data (Dec 1991)**

"Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence of para (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government."

**5. ADD these FAR CLAUSES:**

**52.242-15 STOP-WORK ORDER (AUG 1989)**

“Contracting Officer” and “Government” mean “Lockheed Martin.”  
For cost reimbursement subcontracts, Alternate I applies.

**52.245-9 USE AND CHARGES (JUN 2007)**

Communications with the Government under this clause will be through Lockheed Martin.

**FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)**

**FAR 52.246-24 LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (FEB 1997)**

Applies to high value line items only. For purposes of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean “acceptance by the Government of the prime contract end item consisting Seller’s items.”