



LOCKHEED MARTIN CORPORATION

SUPPLEMENTAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

U-2 (FY07 – FY13) Support and Services FA8528-07-D-0015

For Use with the current version Lockheed Martin Corpdocs

Revision 1 Dated October 3, 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 U-2 FY 07 Support and Services, prime contract number FA8528-07-D-0015. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirements are amended.

In the event of a conflict between the version or dates of a clauses set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedent.

1. The following FAR, DFARS, AFFARS, AFMC and JALC clauses are added:

<u>Type</u>	<u>Clause No.</u>	<u>Date</u>	<u>Title</u>
DFAR	252.211-7005	Nov-05	Substitutions for Military or Federal Specifications and Standards Applies where subcontractor Single Process Initiative block changes have been approved for use under this contract.
AFMC	5352.247-9011	Sep-98	Packaging and Marking of Hazardous Material Applies if these requirements are not otherwise addressed in the contract terms and conditions or applicable technical documents.
AFMC	5352.247-9008	Sep-98	Contractor Commercial Packaging Applies if contract does not contain separate provisions addressing packaging and marking requirements
FAR	52.246-15	Apr-84	Certificate of Conformance Applies if subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.
JALC	9952.246-9000	Mar-03	Material Inspection and Receiving Report (OMB NO. 0704-0248) Paragraph (c) applies in all subcontracts where goods are to be shipped directly to the U.S. Government or to a foreign destination.
DFAR	252.246-7000	Mar-08	Material Inspection and Receiving Report Applies if contractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.
JALC	9952.237-9002	Mar-03	Contract Holidays (JALC) Applies if the contractor will perform work on a Government installation. The blanks included in the clause are completed with the following holiday dates: (insert holiday dates)_____
FAR	52.245-11	Apr-84	Government Property (Facilities Use)

DFAR	252.223-7006	Apr-93	Applies if contractor will possess Government facilities Prohibition on Storage and Disposal of Toxic and Hazardous Materials
DFAR	252.243-7002	Mar-98	Requests for Equitable Adjustment "Government" means "Lockheed Martin."
DFAR	252.245-7001	May-94	Reports of Government Property Applies if Government Property provided or acquired under this Contract. Seller shall submit its required reports to Lockheed Martin, not later than October 10, notwithstanding anything to the contrary in this clause.
AFFARS	5352.223-9001	Jun-97	Health and Safety on Government Installations Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin."
FAR	52.228-3	Apr-84	Workers' Compensation Insurance (Defense Base Act) Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)
FAR	52.232-17	Jun-96	Interest "Government" means "Lockheed Martin."
AFMC	5352.245-9004	Jul-97	Base Support Communications with the Government under this clause shall be made through Lockheed Martin. The blanks included in the clause are completed as follows: (list support items)_____.
FAR	52.246-24 ALT I	Apr-84	Limitation of Liability--High-Value Items Applies to high value line items only. For the purpose 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 containing Seller's items."
FAR	52.246-24	Feb-97	Limitation of Liability--High-Value Items Applies to high value line items only. For the purpose 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 containing Seller's items."
DFAR	252.217-7028	Dec-91	Over and Above Work "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.
FAR	52.216-26	Dec-02	Payments of Allowable Costs Before Definitization
FAR	52.247-67	Feb-06	Submission of Transportation Documents for Audit Documents required by this clause will be provided by Seller to Lockheed Martin. This clause is not required to be included in Contractor's subcontracts
DFAR	252.225-7025	Jul-06	Restriction on Acquisition of Forgings Applies if the Work contains forging items described by the clause.
DFAR	252.228-7003	Dec-91	Capture and Detention

FAR	52.232-16	Apr-03	<p>Progress Payments</p> <p>"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."</p>
FAR	52.222-39	Dec-04	<p>Notification of Employee Rights Concerning Payment of Union</p> <p>Applies if this contract exceeds \$100,000.</p>
FAR	52.224-1	Apr-84	<p>Privacy Act Notification</p>
FAR	52.224-2	Apr-84	<p>Privacy Act</p> <p>Applies if this contract is for the design, development, or operation of such a system of records.</p>
FAR	52.228-4	Apr-84	<p>Workers' Compensation and War-Hazard Insurance Overseas</p>
FAR	52.229-8	Mar-90	<p>Taxes--Foreign Cost-Reimbursement Contracts</p> <p>In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with name of foreign Government .</p>
FAR	52.247-68	Feb-06	<p>Report of Shipment (REPSHIP)</p>
FAR	52.249-4	Apr-84	<p>Termination for Convenience of the Government (Services)</p> <p>"Contracting Officer" and "Government" means "Lockheed Martin."</p>
DFAR	252.219-7004	Jun-97	<p>Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan</p>
DFAR	252.228-7001	Sep-96	<p>Ground and Flight Risk</p> <p>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." The last sentence of subparagraphs (c)(2), (c)(3) and (i)(2) are deleted.</p>
AFMC	5352.223-9000	Apr-03	<p>Use of Hazardous Materials in the Performance of On-Base Contracts</p> <p>Applies if work will be performed on Government installations under this contract. "Government" means "Lockheed Martin and/or Government"</p>
FAR	52.222-35	Sep-06	<p>Equal Opportunity for Special Disabled Veterans, Veterans of</p> <p>Applies if this contract is for \$100,000 or more.</p>
AFFARS	5352.242-9000	Aug-07	<p>Contractor Access to Air Force Installations (AUG 2007)</p>
AFFARS	5352.242-9001	Aug-04	<p>Common Access Cards (CACs) for Contractor Personnel</p> <p>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.</p>
DFAR	252.225-7012	Mar-08	<p>Preference for Certain Domestic Commodities.</p> <p>Applies if Seller is furnishing any of the items covered by this clause.</p>
DFAR	252.244-7000	Jan-07	<p>Subcontracts for Commercial Items and Commercial Components</p>
FAR	52.245-9	Jun-07	<p>Use and Charges</p> <p>Communications with the Government under this clause will be made through Lockheed Martin.</p>