

LOCKHEED MARTIN CORPORATION

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

C-5 AMP/RERP CLS
Contract FA8525-13-D-0001

Generated using Lockheed Martin CorpDocs 2013 Version

22 July 2013

Revision 1

The following are the provisional 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 C-5 AMP/RERP CLS Contract FA8525-13-D-0001.

1. The following FAR and DFARS clauses are added:

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

FAR 52.245-9 Use and Charges (Apr 2012) Communications with the Government under this clause will be made through Lockheed Martin.

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Jan 2011)

DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2010) In paragraph (b), "Government" means Lockheed Martin.

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010)

DFARS 252.243-7002 Requests for Equitable Adjustment (Mar 1998) "Government" means "Lockheed Martin."

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Apr 2012) "Contracting Officer" means Lockheed Martin.

DFARS 252.246-7001 Warranty of Data (Dec 1991) "Government" means "Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (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."

2. Summary of Changes:

Revision 1, effective 22 July 2013

1. C-5 AMP/RERP CLS Solicitation FA8525-13-R-0001 is changed to C-5 AMP/RERP CLS Contract FA8525-13-D-0001 in Title of this document and in the introductory paragraph.

2. The following DFARS regulations added:

a. **DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (Dec 2012)**

b. **DFARS 252.225-7012 Preference for Certain Domestic Commodities (Feb 2013)** Applies if Seller is furnishing any of the items covered by this clause.

c. **DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)**

3. The following DFAR regulation is removed:

a. **DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Jan 2011)**