



LOCKHEED MARTIN CORPORATION

SUPPLEMENTAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

U-2 (FY10 – FY12) Programmed Depot Maintenance FA8528-10-D-0062

For Use with the current version Lockheed Martin Corpdocs

February 9, 2012

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 10 Programmed Depot Maintenance, prime contract number FA8528-10-D-0062. 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>
FAR	52.232-7	Feb-07	Payments Under Time-and-Materials and Labor-Hour Contracts. "Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.
FAR	52.232-7 ALT 1	Feb-07	Alternate 1-Payments Under Time-and-Materials and Labor-Hour Contracts. "Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.
DFAR	252.244-7000	Aug-09	Subcontracts for Commercial Items and Commercial Components
FAR	52.245-9	Jun-07	Use and Charges Communications with the Government under this clause will be made through Lockheed Martin.
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	252.228-7001	Sep-96	Ground and Flight Risk 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.

DFAR	252.217-7028	Dec-91	<p>Over and Above Work</p> <p>"Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.</p>
FAR	52.222-24	Feb-99	<p>Preaward On-Site Equal Opportunity Compliance Evaluation</p>
AFFARS	5352.204-9000	Apr-03	<p>Notification of Government Security Activity</p>
AFFARS	5352.204-9001	Jun-97	<p>Health and Safety on Government Installations</p>
AFFARS	5352.242-9000	Aug-07	<p>Contractor access to Air Force installations</p> <p>Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."</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	252.234-7002	Apr-08	<p>Earned Value Management System</p> <p>In paragraph (e) "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.</p>