



**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 2009 Lockheed Martin Corpdocs**

**May 6, 2009**

The following are the provisional supplement

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 PRESERVATION OF RIGHTS FOR INFORMATION PROVIDED ELECTRONICALLY**

Information, whether delivered under any Supplier Data Requirements List (SDRL) or SELLER equivalent form of this Purchase Order or in response to SELLER’s Statement of Work provided to the Government or LOCKHEED MARTIN via the JSF Virtual Enterprise that would be deemed Technical Data under DFARS 252.227-7013, “Rights In Technical Data—Noncommercial Items,” or Computer Software and Computer Software Documentation under DFARS 252.227-7014, “Rights in Noncommercial Software and Noncommercial Software Documentation,” if it were delivered in written form, shall not lose its status as Technical Data, Computer Software or Computer Software Documentation solely because access by the Government or LOCKHEED MARTIN or delivery by SELLER is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

**H-2 CONCURRENCY MANAGEMENT**

(a) 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.

Concurrency Change – Changes to the LRIP 3 production baseline Air System hardware or software resulting from SDD design maturation process which require incorporation into the LRIP Air

SELLER shall segregate all costs incurred under this Purchase Order from the costs of all other work currently being performed and from all contracts that are subsequently received.

**H-5 DATA DELIVERY**

All unclassified data and information, including technical data as defined in FAR 52.227-14, generated in the performance of this Purchase Order or Contract shall be delivered electronically to the JSF Virtual Environment (JSF Data Library (JDL) or Product Data Management System (PDM), as applicable).

**H-6 MANAGEMENT OF SUPPLIERS**

Notwithstanding any direction to the contrary herein, SELLER is required under this Purchase Order to manage any and all lower tier subcontractors. SELLER shall not use a subcontractor's status as an agreed or directed source as a performance excuse or basis for equitable adjustment.

**H-7 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (COST-REIMBURSEMENT) (MAR 2008)**

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:

