

10 MARCH 2008

ADDENDUM C

C-130J-30

CANADA AIRCRAFT CAPABILITY PROJECT

PRIME CONTRACT #W8475-07SA30/001

Modify the following clauses contained in CORPDOC 1 and CORPDOC 1 SER:

Revision 0: March 10, 2008

Revision 1: February 28, 2024

DEFINITIONS

(d) "SELLER" or "SUBCONTRACTOR" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

Modify the following clauses contained in CORPDOC 1 T&M:

7. DEFINITIONS

(d) "SELLER" or "SUBCONTRACTOR" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

Modify the following clauses contained in CORPDOC 1 INT:

controlled goods shall be performed until the Subcontract has provided proof, satisfactory to the Contracting Authority, that the Subcontractor is registered, exempt or excluded under the CGP.

Failure of the Subcontractor to provide proof, satisfactory to the Contracting Authority, that the Subcontractor is registered, exempt or excluded under the CGP, within thirty (30) calendar days from date of contract award, shall be a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

Any Subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

INTERNATIONAL SANCTIONS

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/current-actuelles.aspx?lang=eng

It is a condition of this Contract the Subcontractor, and any Subcontractor at any tier, shall not supply to Lockheed Martin any goods or services which are subject to economic sanctions by the Government of Canada.

By law, the Subcontractor must comply with changes to the regulations imposed during the life of the Contract.

ACCESS

Lockheed Martin or Canada, or any other Canadian authorized representative shall have

PERMITS AND LICENSES

The Subcontractor shall, at no additional cost or liability to Canada, obtain all such

The Subcontractor must ensure they adhere to all levels of regulations regarding dangerous /hazardous products as set forth by applicable laws.

CONFLICT OF INTEREST

The Subcontractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service or the Defence Administrative Orders and Directives governing Conflict of Interest and Post-Employment, shall derive any direct benefit from this Contract.

SECURITY REQUIREMENTS FOR CANADIAN SUPPLIERS

Subcontractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Subcontractor personnel requiring access to sensitive work site(s) **must be citizens of Canada or United States** and EACH hold a valid RELIABILITY STATUS, granted, or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Subcontractor personnel **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.

SECURITY REQUIREMENTS FOR UNITED STATES SUPPLIERS

The FOREIGN Subcontractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the National Security Authority/Designated Security Authority (NSA/DSA), for Industrial Security of United States at the level of CONFIDENTIAL.

The FOREIGN Subcontractor personnel requiring access to controlled site(s) must be a citizen of Canada or the United States and EACH hold a valid personnel security screening at the level of CONFIDENTIAL, granted or approved by the NSA/DSA of United States. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the NSA/DSA, the Contractor personnel **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.

The FOREIGN Subcontractor shall comply with the provisions of the: industrial security regulations or the manual of the NSA/DSA of United States; Security Requirements Check List, attached at Annex "E";

IMMIGRATION REQUIREMENTS

The Subcontractor shall be responsible for compliance with all immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. The Subcontractor shall be responsible for all costs incurred as a result of the non-compliance with the immigration requirements, and as a result of delays in the Work resulting there from.

PRIORITY RATING

Canada is a participant in the US Defense Priorities and Allocations System and Lockheed Martin's prime contract is eligible for a Priority Rating. The Central Allocations and Defense Priorities Allocations Officer, Public Works and Government Services Canada, will advise the Subcontractor as to the appropriate priority rating within 60 calendar days of the Effective Date of the Contract.

GOVERNMENT FURNISHED FACILITIES

Canada through its prime contract with Lockheed Martin will make available to the Subcontractor certain Government Furnished Facilities (GFF) as defined in the contract. The GFF shall be used for the performance of the contract and shall be returned to the Government of Canada at the end of the contract. The GFF shall be used for the performance of the contract and shall be returned to the Government of Canada at the end of the contract.

SUSPENSION OF PAYMENT

Notwithstanding anything herein contained, the Lockheed Martin Procurement Representative may suspend payments whenever it finds substantial evidence that the Subcontractor:

has failed to comply with any material requirement of the Contract ;

has so failed or is unable to make progress in the performance of the Work or any of its various components so as to either endanger the due completion of the Work or so as to prevent Lockheed Martin from using a Deliverable End Item, as intended because of the lack of progress on or the untimely completion of another Deliverable End Item; or

is in such unsatisfactory financial condition as to endanger the due completion of the Contract.

Prior to suspending payment pursuant to this Article, the Lockheed Martin Procurement Representative shall, by Notice to the Subcontractor, give the Subcontractor a period of time, which is reasonable in the opinion of the Contract Authority, in which to cure such failure, refusal or inability to comply with any obligation under the Contract, such period of time to be no less than forty-five (30) calendar days

**ISO 9001:AS9100 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS
(QAC X)**