

27 September 2005

**PRIME CONTRACT FA8615-05-C-6002
F-16 Peace Onyx III (Turkey)
Common Configuration Implementation Program (CCIP)
UCA Contract
Supplement to Appendix A – 27th Series**

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (the 27th Series, etc.) to be used for subcontracts issued under such Prime Contract. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean Buyer, "Contractor" means Seller, "Contract" means Purchase Order, and "Subcontractor" means Seller's Subcontractors.

Add or modify the following FAR clauses:

1. Add the following after FAR 52.215-10 AND 52.215-11:

"If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause or 2) their furnishing, as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date specified by Buyer in its Certificate of Current Cost or Pricing Data, and which data Seller was given timely notice by Buyer to furnish and/or update

3. With reference to Paragraph 12, Appendix A, 27th Series, the following FAR clauses related to patents, rights in data, and computer software are incorporated in the Prime Contract:

FAR 52.227-1, "AUTHORIZATION AND CONSENT" (JUL 1995)

FAR 52.227-2, "NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT" (AUG 1996)

FAR 52.227-21, "TECHNICAL DATA DECLARATION, REVISION AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS (JAN 1997). Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).

4. FAR 52.228-3, "WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)" (APR 1984).

2005).

6. DFARS 252.225-7043, "ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES" (JUNE 1998). Paragraph (c): TBD.
7. With reference to Paragraph 12, Appendix A, 27th Series, the following DFARS clauses related to patents, rights in data, and computer software are incorporated in the Prime Contract:

252.227-7013, "RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS" (NOV 1995);
252.227-7016, "RIGHTS IN BID OR PROPOSAL INFORMATION" (JUN 1995);
252.227-7030, "TECHNICAL DATA – WITHHOLDING OF PAYMENT" (MAR 2000); and
252.227-7037***, "VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA" (SEP 1999).

8. AFMC 5352.227-9000 "EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC)" (JUL 1997):

"CO" means "Buyer"

- (a) For purposes of this clause,
 - (1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;
 - (2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;
 - (3) Foreign sources are those sources (vendors, subcontracts, and suppliers) owned and controlled by a foreign person.
- (b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.
- (c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.
- (d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic and Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access

to foreign persons to any equipment and technical data generated or delivered during performance (See 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this Contract to foreign persons or their representatives. The notification shall include the name and country or origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

9. DFARS 252.242-7005, "COST/SCHEDULE STATUS REPORT" (MAR 1998). Applicable only if other than firm fixed price, 12 months or longer in duration, and item has been designated as critical.
10. DFARS 252.246-7000, "MATERIAL INSPECTION AND RECEIVING REPORT" (MAR 2003).
11. AFMC 5352.247-9006 "MARKING OF WARRANTED ITEMS (AFMC)" (JUL 1997).

Special Clauses:

2. YPK-H007 "LIMITED RISK OF LOSS" (JAN 2005):
The Contractor may authorize, without any requirement for additional approval, the flow down to its subcontractors the Limited Risk of Loss provisions of FAR 52.245-02, Alternate I (MAY 2004) or FAR 52.245-5 (MAY 2004), as applicable. Such authorization shall be limited to subcontractors having a current USG-approved Property Control System.

*** Provision does not apply to commercial items.