

# **NORTHROP GRUMMAN SYSTEMS CORPORATION**

## **ADDENDUM TO TERMS AND CONDITIONS FOR SUBCONTRACTS IN SUPPORT OF COMBINED ORBITAL OPERATIONS LOGISTICS SUSTAINMENT (COOLS)**

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Systems Corporation Purchase Order Terms and Conditions shall be resolved in favor of the conditions in this addendum.

### **I. ADDITIONS**

#### **A. H100 CROSS-UTILIZATION OF GOVERNMENT-OWNED PROPERTY (GP) (MAR 2015)**

- (a) Authorization is given for the cross-utilization of all Government Property (GP) including Contractor Acquired, Government-Owned Property (CAGP) (CAGP includes special tooling, special test equipment, plant equipment, and facilities) accountable to the contracts listed below on a rent-free, non-interference (RFNI) basis, unless use is otherwise restricted (e.g., restricted rights software and COMSEC equipment/material). In the event of a usage conflict between the owning contract and the using contract, the owning contract shall have precedence.
  - 1. F04701-02-C-0002 AEHF SV1-4
  - 2. FA8808-12-C-0010 AEHF SV5/6 PRODUCTION
  - 3. F04701-95-C-0017 SBIRS EMD
  - 4. FA8810-13-C-0001 SBIRS 5/6
  - 5. FA8810-13-C-0002 SBIRS CLS
- (b) The Contractor's costs are predicated upon the availability of certain Government Property under this contract. Should unavailability arise solely as a result of Government direction, the Contractor and Government will coordinate an equitable adjustment to the price, schedule, and terms and conditions of this contract, if required.
- (c) All shipments and transfers will be documented by a DD Form 1149. Government approval is not required for changes in location of GP/CAGP accountable to the aforementioned contracts. Government approval shall be obtained for each transfer of accountability.
- (d) The Contractor is authorized to transfer residual Government-owned parts and material items among these contracts in accordance with Government-approved company material management accounting system procedures. Records related to transfer of residual parts and material among these contracts are subject to periodic Government review and/or audit. If material or residual part is expended or damaged by the borrowing agency, then they will reimburse the owning agency for the costs of the material or residual part.
- (e) This special contract requirement will be flowed down to all lower tier subcontracts that include the use of Government owned property.

#### **B. H101 ENABLING CLAUSE FOR GOVERNMENT PROGRAM CONTRACTS REQUIRING INTERFACE WITH AEROSPACE FFRDC CONTRACT SUPPORT (DEC 2013)**

Contractor shall mean Northrop Grumman in this clause.

- (a) This contract covers the COOLS program which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with The Aerospace Corporation, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC), for the services of a technical group that will support the DoD/U.S. Government program office by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various Department of Defense ("DoD") organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.
  - 1. Seller represents that each chemical substance constituting or contained in Products sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control (15 U.S.C. Sec. 2601 et seq.) as amended.
  - 2. Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its state approved counterpart.
  - 3. Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which The Aerospace

Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.

- (b) In the performance of this contract, the Contractor agrees to cooperate with The Aerospace Corporation by 1) responding to invitations from authorized U.S. Government personnel to attend meetings; 2) by providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and schedule and milestone data, all in their original form or reproduced form and including top-level life cycle cost\* data, where available; 3) by delivering data as specified in the Contract Data Requirements List; 4) by discussing technical matters relating to this program; 5) by providing access to Contractor facilities utilized in the performance of this contract; 6) and by allowing observation of technical activities by appropriate technical personnel of The Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts: (i) are authorized access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office; (ii) are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program; and (iii) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.
  - (c) The Contractor further agrees to include in all subcontracts a clause requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this Enabling Clause, subject to coordination with the Contractor, except for subcontracts for commercial items or commercial services. This agreement does not relieve the Contractor of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors or suppliers, except as indicated in paragraph (d.) below.
  - (d) The Aerospace Corporation shall protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Master Non-disclosure Agreement The Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Master Non-disclosure Agreement satisfies the Master Non-disclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and supplier are intended third-party beneficiaries under the Master Non-disclosure Agreement and shall have the full rights to enforce the terms and conditions of the Master Non-disclosure Agreement directly against The Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby waives any requirement for The Aerospace Corporation to enter into any separate company-to-company confidentiality or other non-disclosure agreements.
  - (e) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know, and Aerospace shall maintain between itself and the foregoing binding agreements of general application as may be necessary to fulfill their obligations under the Master Non-disclosure Agreement referred to herein, and Aerospace agrees that it will inform contractors, subcontractors, and suppliers if it plans to use consultants, or contract labor personnel and, upon the request of such contractor, subcontractor, or supplier, to have its consultants and contract labor personnel execute non-disclosure agreements directly therewith.
  - (f) The Aerospace Corporation personnel are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows:
    - 1. Technical direction under this contract will be given to the Contractor solely by an authorized Lockheed Martin Procurement Representative.
    - 2. Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by an authorized Lockheed Martin Procurement Representative or a Supplemental Agreement signed by both an authorized Lockheed Martin Procurement Representative and the Contractor will be issued.
- \* Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

- C. H102 INTERDEPENDENCYBETWEEN AEHF SV 5/6 PRODUCTION (FA8808-12-C-0010), AEHF SV4 PRODUCTION (F04701-02-C-0002),AND COMBINEDORBITAL OPERATIONS LOGISTICS SUSTAINMENT (FA8823-15-C-0001) (APR 2015)**  
Contractor shall mean Northrop Grumman in this clause.

- (a) It is agreed that the Contractor's costs are predicated upon interdependencies between the contracts as identified in the COOLS Performance Work Statement. Interdependency is limited to the impacts identified here. No terms of the other contracts listed are incorporated in this contract. No terms of this contract are incorporated into the other contracts listed.
- (b) In the event that Space Vehicle 4 Production, Space Vehicle 4 LOOS (CLIN 0021 and 0023 on AEHF SDD Contract) and/or Space Vehicle 5/6 Production are Terminated for Convenience and this contract is not Terminated for Convenience, then the Contractor may submit, and Lockheed Martin shall consider, a request for an equitable adjustment to the target price, schedule, and terms and conditions of this contract.
- (c) In the event Lockheed Martin directs or causes a change to Space Vehicle 4 Production, SV4 LOOS (CLIN 0021 and 0023 on AEHF SDD Contract), Interim Contractor Sustainment (ICS, CLIN 0610 on the AEHF SDD Contract) or Space Vehicle 5/6 Production that materially impacts the price, schedule, or terms and conditions of this contract, then the Contractor may submit, and Lockheed Martin shall consider, a request for an equitable adjustment to the target price, schedule, and terms and conditions of this contract.

**D. H103 SPECIAL STUDIES: IN-DEPTH TECHNICAL INVESTIGATION AND/OR SUPPORT (APPLICABLE TO CLIN 0009) (APR 2015)**

- (a) Lockheed Martin shall have the right during the period of performance of this contract, to acquire labor hours and direct the Contractor to accomplish In-Depth Technical Investigations and/or Support related to operations, maintenance, and sustainment support of Milstar I and II, and AEHF as defined by the subcontract statement of work.
- (b) Lockheed Martin shall issue a letter request for proposal, which will include a description of the support requirements and objectives, including any Contract Data Requirements List (CDRL) items the Contractor will be required to submit. Upon receipt, the Contractor shall submit to Lockheed Martin a Statement of Work (SOW); schedule; a description of how the Contractor will accomplish the effort the number of hours required for completion; and the cost and fee for completion. The Contractor's proposal preparation shall be included in the number of composite labor hours submitted. Lockheed Martin shall evaluate the proposal for technical acceptability and technical reasonableness.
- (c) For each task to be performed in accordance with CLIN 0009 the parties will negotiate a bilateral modification. Such modification will increase the contract value by the agreed to amount, fully funding the special studies modification. The total cost of each task shall be calculated by utilizing the applicable labor wrap rate and fixed fee per hour as specified in the table below and multiplying them against the quantity of labor hours agreed to between Lockheed Martin and the contractor. The contractor shall notify the authorized Lockheed Martin Procurement Representative whenever additional hours beyond those authorized in the modification will be required for completion or term using the same notification standards in FAR 52.232.20. If additional hours are required, they may be added through bilateral modification and shall be fee bearing unless otherwise negotiated.
- (d) The total number of hours for CLIN 0009 will not exceed 75,000 hours from the initial award through Option Period 4. The following rates shall be used for developing the price of the tasks ordered under CLIN 0009. A composite labor hour (which shall include all direct and indirect labor, and other support (Other Direct Costs) such as supplies, travel, per diem, consultants, overhead, profit, material, etc. ) is defined as an hour of direct labor capable of exact quantitative measurement performed by Contractor personnel engaged in creating and/or regulating the technical activities of the task/study.

**C. REVISIONS**

**A. The following changes are made to clause 199 entitled, "FAR and DFARS Provisions/Clauses":**

- 1. Add the following FAR/DFARS clauses:

52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
252.234-7002	REQUESTS FOR EQUIABLE ADJUSTMENT (DEC 2012) NOTE: "GOVERNMENT" MEANS "LOCKHEED MARTIN"
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV. 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

- 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)  
NOTE: "CONTRACTING OFFICER" MEANS "LOCKHEED MARTIN"  
("Contracting Officer" means "Lockheed Martin.")
- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)  
NOTE: Para (b), Any additional requirements to comply with local security procedures  
'N/A' Para (d). Additional requirements. 'N/A' ("Contracting Officer" means "Lockheed  
Martin." In paragraph (e) "the prime contractor" means "Seller.")
- 5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL – AF  
SYSTEMS (NOV 2012)  
(All communication with the government required by this clause shall be conducted  
through Lockheed Martin.)