

September 5, 2012

**PRIME CONTRACT NO. C-130-000001  
C-130J Hercules TLS Services  
Supplement to Lockheed Martin CORPDOC**

For all subcontracts issued under the subject Prime Contract (hereinafter also referred to as "TLS"), the following terms and conditions, applicable as noted, are incorporated by reference in addition to those other terms and conditions (Lockheed Martin CORPDOC series) to be used for subcontracts issued under such Prime Contract. Relevant portions of the Prime Contract's Intellectual Property clause are excerpted hereto and incorporated as part of this Supplement.



**5.3 Not used**

**5.4. Intellectual Property License**

5.4.1. Without limitation to any license granted to The Commonwealth of Australia, Australian Aerospace, and LM Aero by Seller (or any Related Body Corporate of Seller) in any other contract, Seller grants The Commonwealth of Australia, Australian Aerospace, and LM Aero a royalty-free, irrevocable, world- wide, perpetual, non-exclusive license (including the right to sub-license, but only for the purposes set out in this clause 5.4.1) to Foreground IP and Background IP that is owned by Seller and is required for the performance of the Services under this Contract:

- a. to use, perform, repair, maintain and dispose of the Services and any Aircraft or Support System to which they relate;
- b. to make Modifications, as defined in this clause 5, to the Aircraft, Services, Deliverables or Support System and develop the Services, provided that it is done for Defense Purposes and without commercializing the licensed IP;
- c. to complete the Services and Deliverables (and for the purpose of such completion, have performed any design work in respect of the Services or Deliverables) following termination of the Contract pursuant to clause 12.2 or at law;
- d. to remedy defects or om

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of Australia, Australian Aerospace and LM Aero or any person claiming under or through The Commonwealth of Australia, Australian Aerospace and LM Aero (whether occurring before or after the consent is given); and

- b. upon request, provide the executed original of any consent provided under this clause 5.6 to The Commonwealth of Australia, Australian Aerospace and LM Aero.

## **10.5 Commercial-in-Confidence Information**

- 10.5.1. The Parties shall execute a Proprietary Information Agreement in order to protect the confidentiality of LM Aero's "Lockheed Martin Proprietary Information", LM Aero's customer's "Australian Aerospace Commercial-in-Confidence Information", and Seller's confidential information.

## **10.6 Listing Australia Aerospace or LM Aero as Customer/Client**

- 10.6.1 Without first obtaining LM Aero's prior written approval, Seller shall not, unless required by law to do so, list Australia Aerospace and/or LM Aero as a customer or client, leverage its position as Seller, or otherwise exploit the fact that it has entered into the Contract (including through media or press announcement or by public comment, and in any public or private marketing materials or other communications).

## **11. POLICY AND LAW (Applicable only if Seller will perform any Contract requirements in Australia.)**

### **11.1 Not used**

### **11.2 Compliance with Laws**

- 11.2.1. Seller must, in the performance of the Contract, comply with the laws from time to time in force in the State, Territory, or other jurisdictions in which any part of the Contract is to be carried out subject to an equitable adjustment to the Contract if required.
- 11.2.2. Seller must comply, and must ensure that its Subcontractors and Seller Personnel comply, with all applicable laws, Government Approvals, policies and all requirements of Government Agencies, including:
  - a. obtaining all Government Approvals without qualifications that would impact its ability to provide the Services or otherwise perform its obligations under the Contract;
  - b. complying with Occupational Health and Safety Legislation, environmental requirements and export requirements under the Customs Act 1981 (Cth); and
  - c. complying with the Archives Act 1983 (Cth) in respect of its activities under or in respect of the Contract.

- 11.2.3. Seller must not take any action, or omit to take any action (including any action or omission by a Subcontractor or Seller Personnel), which may constitute a breach of any law, policy, or Government Approval or may prejudice or result in the invalidity, cancellation, suspension, or limitation of

- m. Dumping and Predatory Pricing policy as detailed in the DPPM;
- n. Commonwealth — State Coordination and Cooperation policy as detailed in the DPPM;
- o. Environment in Procurement policies as detailed in the DPPM; and
- p. any other Commonwealth policy as notified by LM Aero to Seller from time to time.

#### **11.4 Occupational Health and Safety**

- 11.4.1. Seller must make reasonable efforts to perform its obligations under the Contract in Australia in such a way that:
  - a. Commonwealth and LM Aero officers and Commonwealth and LM Aero employees (as defined in the Occupational Health and Safety Act 1991 (Cth)) are able to participate in any necessary inspections of work in progress and tests and evaluations of the Services without the Commonwealth or LM Aero being in breach of; and
  - b. the Commonwealth and LM Aero is able to support and to make full use of the Services for the purposes for which they are intended without being in breach of;any occupational health and safety statutory requirements which apply to the Services.
- 11.4.2. Seller is required to implement and comply with an Occupational Health and Management System in accordance with Attachment A in relation to work performed in Australia.

#### **11.5 Environmental Obligations**

- 11.5.1. Seller must, at its own cost, comply with, and must ensure that its Subcontractors and Seller

that a state of Contamination occurs.

~~11.5.2. Seller must, in the manner so as to protect the Environment.~~

11.5.6. In addition to the requirements of this clause 11.5, Seller must obtain and comply with all requirements of, and must ensure that its Subcontractors and Seller Personnel obtain and comply with all requirements of, any Government Approvals required to release or emit anything from any Commonwealth land into the air or water or onto the ground or otherwise into the Environment, or to emit any e



the U.S. Export Regulations or the EU. Export Regulations, Seller must:

- a. not provide any such item, or component, to LM Aero without LM Aero's prior written consent, which may be granted, withheld or conditioned by LM Aero based on the absolute discretion of the Commonwealth;
  - b. prior to initiating any application process in the United States or the relevant Member State(s) of the European Union, as applicable, confer with the Commonwealth via LM Aero in order to accurately determine the end use of the Services and the Authorized Users;
  - c. ensure that any required approvals, licenses or authorizations granted under the U.S. Export Regulations or EU. Export Regulations, as applicable, are sufficiently comprehensive to allow full access and use of the item of the Services, or component of the item of the Services, by all of the Authorized Users;
  - d. ensure that the necessary export license(s), approvals or other appropriate documentation is issued by the relevant United States authorities or by the relevant Member State(s) of the European Union in time to allow the provision and use of such item or such component in compliance with the Delivery Schedule and the Phase-In Milestone Date: and
  - e. ensure that all delivery notices, invoices, airbills, waybills, bills of lading, and invoices properly identify the item or component and state the export license number or other documentation as required by the applicable U.S. Export Regulations or E.U. Export Regulations.
- 11.6.5. The Commonwealth's ability to use, operate, deliver or maintain the Services without restriction throughout the useful life of the Services is of the essence of the Contract. If the U.S. Export Regulations or EU Export Regulations, as applicable, would prohibit the Commonwealth from using, delivering or supporting each item of the Services or each component of each item of the Services without restriction, then Seller must, at its own cost and in compliance with the Delivery Schedule and Phase-In Milestone Date:
- a. obtain the necessary export license(s), approvals or other appropriate documentation in respect of each item of the Services or each component of each item of the Services that is necessary for the Commonwealth to use, deliver, and support the Services and for Authorized Users to use, operate, deliver, or maintain the Services without restriction throughout the useful life of the Services; or
  - b. subject to the advance written approval of LM Aero, which the Commonwealth via LM Aero may grant, withhold, or condition at its absolute discretion, replace or modify the item of the Services, or the component of the item of the Services, while satisfying all requirements of the Contract (including for the Services to comply fully with the requirements for the Services set out in Attachment A).
- 11.6.6 If Seller (or a Subcontractor) at any time during the Term or after the Term is not in compliance with clause 11.6, then Seller must provide written notice thereof to

LM Aero within five (5) Working Days after Seller becoming aware of that non compliance.

**11.7**            **Not used**

**11.8**            **Privacy**

11.8.1.        Seller must:

- a.    use or disclose Personal Information obtained during the course of providing Services under the Contract, only for the purposes of the Contract;
- b.    not do any act, or engage in any practice that would breach an Information Privacy Principle contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that Information Privacy Principle;
- c.    not use or disclose Personal Information, or engage in an act or practice that would breach section 16F of the Act, or an National Privacy Principle, particularly National P