

(2) If: (i) LOCKHEED MARTIN's contract price or fee is reduced; (ii) LOCKHEED MARTIN's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on LOCKHEED MARTIN; or (iv) LOCKHEED MARTIN incurs any other c053902.9R thTj7.56 0 0 7.56 49041.58 145.7969 T

- (c) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to LOCKHEED MARTIN 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 Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (d) SELLER shall be responsible for compliance with all requirements and obligations relating to its employees under all local, state, and federal statutes, ordinances, rules and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other

- (d) SELLER shall appoint a supervisor(s) who shall supervise and direct the work of SELLER's employees.
- (e) Each party shall inform the other of names of the coordinators and/or supervisors appointed.
- (f) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the LOCKHEED MARTIN Procurement Representative.

8. **DEFAULT**

- (a) LOCKHEED MARTIN, by written notice, may terminate this Contract for default, in whole or in part, if SELLER fails to comply with any of the terms of this Contract, fails to make progress so as to endanger performance of this Contract, or fails to provide adequate assurance of future performance. Seller shall have ten (10) days (or such longer period as LOCKHEED MARTIN may authorize in writing) to cure any such failure after receipt of notice from LOCKHEED MARTIN. Default involving delivery schedule delays shall not be subject to the cure provision.
- (b)

(d) SELLER agrees to maintain an effective export/import compliance program in accordance with the ITAR regulations and Office of Defense Trade Controls (ODTC) guidelines.

sK (e) Where SELLER is a signatory under a LOCKHEED MARTIN license or agreement, SELLER shall provide prompt notification to the LOCKHEED MARTIN Procurement Representative in the event of changed circumst

(j) SELLER shall provide LOCKHEED MARTIN any information about SE

- (d) Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to LOCKHEED MARTIN's customers.
- (e) All reports, memoranda or other materials in written form, including machine readable form, prepared by SELLER pursuant to this Contract and furnished to LOCKHEED MARTIN by SELLER hereunder shall become the sole prop

Insurance/Entry on Lockheed Martin Property  
Intellectual Property  
Release of Information  
Warranty

- (b) Those U. S. Government flowdown provisions that by their nature should survive.

32. **TERMINATION FOR CONVENIENCE**

- (a) Lockheed Martin may terminate part or all of this Contract for its convenience by giving written notice to SELLER.
- (b) Upon termination, in accordance with LOCKHEED MARTIN written direction, SELLER will immediately: [i] cease work; [ii] prepare and submit to LOCKHEED MARTIN an itemization of all completed and partially completed deliverables and services; [iii] deliver to LOCKHEED MARTIN deliverables satisfactorily completed up to the date of termination at the agreed upon Prices in the relevant statement of work (SOW); and [iv] deliver upon request any Work in process. In the event LOCKHEED MARTIN terminates for its convenience

1. "Commercial Item" means a commercial



- (b) 52.223-11 OZONE-DEPLETING SUBSTANCES (MAR 2000) (JUN 1996) (Applicable if the Work was manufactured with or contains ozone-depleting substances.)
- (c) 52.225-1 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM—SUPPLIES (FEB 2000) (Applicable if the Work Requires furnishing of items containing other than domestic components.)
- (d) 52.225-5 TRADE AGREEMENTS (APR 2000) (JAN 1996) (Applicable if the Work contains other