

**LOCKHEED MARTIN CORPORATION**

**CORPDOC 1EDU**

**GENERAL PROVISIONS FOR  
COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS PLACED WITH A  
COLLEGE, UNIVERSITY OR OTHER EDUCATIONAL INSTITUTION**

**1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS**

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

**2. APPLICABLE LAWS**

- (a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State from which this Contract is issued by LOCKHEED MARTIN, without regard to its conflicts of laws provisions. SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.
- (b) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to



terminated portion of this Contract. LOCKHEED MARTIN an9( )1n(D)-73(E)-9.L2(i)3.1LER





## **11. EXTRAS**

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

## **12. FOREIGN SOURCES/FOREIGN PERSONS**

(a) SELLER acknowledges that equipment, technical data or other materials generated or delivered in performance of this Contract may be controlled by applicable Trade Control Laws and may require an Export Authorization prior to transfer or release to a foreign person, as defined under the relevant Trade Control Laws ("Foreign Persons") or assigning any Foreign Person to perform Work under this Contract. Access to equipment, technical data or other materials generated or delivered in performance of this Contract shall not be granted to any Foreign Person unless LOCKHEED MARTIN has approved same in writing.

(b) SELLER shall notify LOCKHEED MARTIN ten (10) working days prior to (i) applying for an Export Authorization or before solicitation of foreign sources or use of Foreign Person resources (whichever shall occur first) if SELLER anticipates utilizing Foreign Persons or sources for any Work under this Contract; or (ii) assigning or granting access to a Foreign Person to any Work, equipment, technical data or material generated or delivered in performance of this Contract. This notification will include the name and country of origin of the Foreign Person, physical location of the Foreign Person, a detailed description of the specific Work, equipment, data or material to which the Foreign Person will have access and a copy of the relevant export license, if such an application has been made. This notification to LOCKHEED MARTIN shall not be construed as an application for an export license, nor shall it in any way be interpreted to impede SELLER's right to apply for an export license. However, if LOCKHEED MARTIN disagrees with the application, SELLER will be so notified.

(c) SELLER shall provide LOCKHEED MARTIN with a Technology Control Plan (TCP) detailing how SELLER will protect LOCKHEED MARTIN technical data from disclosure to Foreign Persons.

## **13. FURNISHED PROPERTY**

(a) LOCKHEED MARTIN may provide to SELLER property owned by either LOCKHEED MARTIN or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in LOCKHEED MARTIN or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify LOCKHEED MARTIN of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.

(d) At LOCKHEED MARTIN's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by LOCKHEED MARTIN.

## **14. GRATUITIES/KICKBACKS**

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LOCKHEED MARTIN supplier.



(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

## 19. INTELLECTUAL PROPERTY

(a) All intellectual property, including but not limited to inventions, improvements, data and computer software, developed in performance of the Work under this Contract (i) jointly by employees of LOCKHEED MARTIN and employees and students who perform the Work of SELLER (hereinafter "Researchers") shall be jointly owned without any obligation of accounting to each other, (ii) solely by Researchers of SELLER shall be owned by SELLER, and (iii) solely by employees of LOCKHEED MARTIN shall be owned by LOCKHEED MARTIN.

(b) SELLER shall promptly submit a complete written disclosure to LOCKHEED MARTIN of each invention made by SELLER Researchers, at least within one month of receipt of a corresponding disclosure from its inventor(s), specifically pointing out the features or concepts which SELLER believes to be patentable. SELLER represents that its Researchers are obligated to promptly submit invention disclosures to SELLER. Should LOCKHEED MARTIN directly receive from a SELLER Researcher a written invention disclosure that identifies this Contract, LOCKHEED MARTIN shall promptly provide to SELLER a copy of the invention disclosure.

(c)(1) SELLER hereby grants to LOCKHEED MARTIN a non-exclusive, worldwide, royalty-free, paid-up license to make, have made for LOCKHEED MARTIN (with right to sublicense), use, sell, offer for sale, import, reproduce, make derivative works from, distribute and otherwise practice SELLER-owned intellectual property developed under this Contract. SELLER hereby grants to LOCKHEED MARTIN the first right to negotiate such additional intellectual property rights in the SELLER-owned intellectual property developed under this Contract as LOCKHEED MARTIN may require, including exclusive licenses in the fields of use of U.S. and foreign government and military applications or exclusive licenses for other purposes in the SELLER-owned intellectual property developed under this Contract. LOCKHEED MARTIN shall indicate its intention to exercise its option to exclusively license by notifying SELLER in writing within twelve (12) months of the completion of this Contract. If LOCKHEED MARTIN decides to exercise its option, the terms shall be negotiated in good faith within one hundred twenty (120) days of the date the option is exercised, or within such time as the LOCKHEED MARTIN and SELLER may agree in writing. LOCKHEED MARTIN and SELLER shall enter into good faith negotiations for such purposes for establishing a mutually acceptable royalty. LOCKHEED MARTIN understands that SELLER may be involved in similar research through other researchers on behalf of itself and others. SELLER shall be free to continue such research provided that it is conducted separately and by different investigators from those performing the Work under this Contract and LOCKHEED MARTIN shall not gain any rights via this Contract to other research.

(2) To the extent that LOCKHEED MARTIN requires a license to avoid infringing previously existing SELLER-owned intellectual property in order to (i) practice any license received for SELLER-owned intellectual property developed in performance of the Work under this Contract or (ii) exercise its rights in any jointly owned intellectual property developed in the performance of the Work under this Contract, SELLER hereby grants to LOCKHEED MARTIN a worldwide, royalty-free, paid-up, non-exclusive license in this Contract to practice such previously existing SELLER-owned intellectual property only to the extent necessary for LOCKHEED MARTIN to freely exercise its rights provided in this Contract to and in the SELLER-owned intellectual property and jointly owned intellectual property developed in performance of the Work under this Contract. In the event LOCKHEED MARTIN requires additional license rights in previously existing SELLER-owned intellectual property, SELLER hereby grants LOCKHEED MARTIN an option to negotiate such additional rights as LOCKHEED MARTIN may require with such to be exercisable within the time frames set forth in paragraph (c)(1).

(d) In performing the Work or any services under this Contract, SELLER shall use professional skills that accord with the current state of the technology that is the subject of the Work and all reasonable efforts under the circumstances to avoid knowingly infringing any intellectual property, including without limitation one or more patents of any third party or any third party copyright rights, or misappropriating any trade secrets. If SELLER becomes aware of any potential infringement and/or misappropriation during the course of performing the Work or any other services hereunder, SELLER shall

any such potential infringement and/or misappropriation, including but not limited to assisting in a defense of any legal actions arising from such potential infringement and/or misappropriation at SELLER's expense.

(e) LOCKHEED MARTIN and SELLER agree to cooperate with each other in executing applications, assignments, license agreements and other papers that may be necessary to establish and protect such intellectual property rights developed hereunder. SELLER shall provide a source code copy, together with all relevant documentation, of the final version of all software developed in performance of the Work; provided that use of such source code is subject to the use and licensing requirements described in paragraphs (a) through (c).

(f) Except as specifically provided above, nothing contained in this Contract shall be deemed to grant either directly or by implication, estoppel, or otherwise, any license under any existing rights of intellectual property owned by either party hereto, their employees, and/or their agents.

## **20. NEW MATERIALS**

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

## **21. OFFSET CREDIT/COOPERATION**

This Contract has been entered into in direct support of LOCKHEED MARTIN's international offset programs. All offset benefit credits resulting from this Contract are the sole property of LOCKHEED MARTIN to be applied to the offset program of its choice. SELLER shall assist LOCKHEED MARTIN in securing appropriate offset credits from the respective country government authorities.

## **22. PACKING AND SHIPMENT**

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.







maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

(c) SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed individual expense exceeding \$75.00.

### **33. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS) SOFTWARE**

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to LOCKHEED MARTIN in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain LOCKHEED MARTIN's prior written consent before using or delivering such FLOSS in connection with this Contract. LOCKHEED MARTIN may withhold such consent in its sole discretion. SELLER warrants all FLOSS used or delivered in connection with this Contract complies with any applicable FLOSS License.

(c) As used herein, "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates LOCKHEED MARTIN to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

### **34. WAIVERS, APPROVALS, AND REMEDIES**

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) LOCKHEED MARTIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law infw 20(ui)3.2(t)-25.2(y)4(.)-1.1( )JTJ 0 Tc 0 Tw 7.036 0 Td ( )Tj EMC /P <</MCID 11 >>BDC /TT2 1 Tf -0.0





(j) SELLER shall immediately report to LOCKHEED MARTIN all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide LOCKHEED MARTIN with a copy of any reports of such incidents SELLER makes to governmental authorities.