

#### LOCKHEED MARTIN – UNITED KINGDOM

## CORPDOC 20UK

## GENERAL PROVISIONS COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS

1. ACCEPTANCE OF CONTRACT/T2 11.03 2(A)r(D)2(O)1.4(N5 )9.3(A).9(N)6.D (1)-4.[(C)-4(O)12.2(N)-4.D5 IONS



(1) SELLER has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (in the form of entertainment, gifts, gratuities, kickbacks or otherwise) for the purpose of obtaining or rewarding favourable treatment as a LOCKHEED MARTIN supplier.

(2) SELLER has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist LOCKHEED MARTIN or SELLER in obtaining or retaining business or directing business to any person.

(3) SELLER has an effective policy for detecting and preventing conflicts of interest and requires any owner, partner, officer, director or employee currently or previously holding political office or a role in government or with any supplier/ customer to avoid any actual or perceived conflict and to recuse themselves from participation where such a conflict may arise.

(4) To SELLER's knowledge, no owner, partner, officer, director or employee of SELLER or of any Affiliate of SELLER who will be involved in or benefit from the performance of this Contract or the LOCKHEED MARTIN Prime Contract to which this Contract relates is or will become an official or employee of LOCKHEED MARTIN's customer under the Prime Contract or.(lb2(ra)15(R)9BT 0 g /).3(n) -1.2(al17(r)1)-4.3(E)-2. wb by ern.9(lp)12.6(-2.4(o) [(p)2.7(a)1.3(rt)-1.3(e)-2.le)-2.



(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHED MARTIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHED MARTIN may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

# 9. DATA PROTECTION ACT

(a) Data Controllers and Data Processor Identities. (1) SELLER shall (and shall procure that any of its personnel and its subcontractors involved in the performance of this Contract) comply with any notification requirements under the Data Protection Act 1998 ("Act") and both parties will duly observe all their obligations under the Act, which arise in connection with this Contract.

(2) Notwithstanding the general obligation in paragraph (a)(1) of this Clause, where the Work requires SELLER to process Personal Data as a Data Processor for LOCKHEED MARTIN, SELLER shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

(i) Provide LOCKHEED MARTIN with such information as LOCKHEED MARTIN may reasonably require to satisfy itself that the SELLER is complying with its obligations under the Act;

(ii) Promptly notify LOCKHEED MARTIN of any breach of the technical and contractual measures required to be put in place pursuant to paragraph (a)(2) of this clause; and

(iii) Ensure it does not knowingly or negligently do or omit to do anything which places LOCKHEED MARTIN in breach of LOCKHEED MARTIN's obligations under the Data Protection Legislation.

(3) The provisions of this Clause shall continue to apply after the expiry or termination of this Contract.

(4) Paragraphs (b) through (h) of this clause shall apply where the Work requires SELLER to process Personal Data as a Data Processor for LOCKHEED MARTIN.

(b) Privacy Notice. (1) All SELLER web sites, portals etc. to be used by LOCKHEED MARTIN personnel for the purpose of this Contract and that collect personal data other than a user name and password shall include a privacy notice. This privacy notice shall identify the Data Controller and the purpose of its processing.

(2) SELLER shall submit the privacy notice for Lockheed Martin's approval before its use or amendment.



(c) Cookies use on web sites. (1) In relation to all SELLER web sites, portals etc. to be used by LOCKHEED MARTIN personnel for the purpose of this Contract the SELLER shall:

(i) Minimise the use of cookies placed on the user/subscriber's computer to that necessary for the effective functioning of the Work.

(ii) Configure a dedicated page that clearly defines what cookies are set and what they are used for. There shall be a prominent link to this page on the website landing page.

(2) Where it is reasonable for SELER to expect that users will be permitted and able to access the Work from their personal computers, SELER shall also configure the website to display a pop-up message requiring consent to setting cookies before allowing the user to proceed: where a user does not consent a message shall be displayed that the user cannot proceed.

(d) Subcontracting and Outsourcing. SELLER shall not subcontract any personal data processing without written authority of LOCKHEED MARTIN, whether this processing is to be performed within or outside of the UK.

(e) Data Retention and Destruction. SELLER shall, immediately upon request by LOCKHEED MARTIN return or securely destroy any Personal Data relating to Data Subjects in its control or possession other than where it is required by law to retain such information.

(f) Data Transfers. (1) Personal Data transfers to other organisations are not permitted, except where subcontracting is permitted by Lockheed Martin in accordance with Clause 8(4) above.

(2) Personal Data transfers outside EEA, including for subcontracting (out-sourcing) data processing, shall be done only with specific permission of LOCKHEED MARTIN and will be subject to additional requirements.

(g) Confidentiality and Information Security. (1) SELLER shall keep confidential and secure at all times Personal Data relating to the Data Subjects.

(2) SELLER shall take reasonable steps to ensure the reliability of any SELLER personnel who have access to the Personal Data.

(3) SELLER shall ensure that all SELLER personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Contract.

(4) SELLER shall ensure that none of the its person(re)-3(-5.1(n)1.7()91.5(cp)6.4(.9(i)I)1.8(e)-2.3(r)12.5(so)-7.3(n)1.8(n)3.7(e)-3.2(n)1.8



### **10. DEFAULT**

(a) In the event that SELLER (1) becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver appointed over any of its assets or commences to be wound-up (not being a member's voluntary winding up for the purpose of amalgamation or reconstruction); or (2) fails to perform or observe any of the conditions of this Contract and



commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of SELER and not due to its negligence or fault and what efforts SELER will make to minimize the length of delay. SELER shall submit within ten (10) calendar days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay.

(c) If the delay extends for thirty (30) days or more this Contract may be terminated by LOCKHEED MARTIN without additional cost and without liability to SELLER.

## **16. EXPORT CONTROL**

(a) SELLER shall comply with all applicable United Kingdom, European Union (EU), U.S. and other sanctions and export control laws, rules and regulations, specifically including, but not limited to, the International Traffic in Arms Regulation



required Export Authorisation applications. Delays on SELLER's part to submit the relevant information for Export Authorisations shall not constitute an excusable delay under the Excusable Delay clause of this Contract.

(d) SELER represents that neither SELER nor any parent, subsidiary or affiliate of SELER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS") or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated



(g) SELLER shall include paragraphs (a) to (b) inclusive and (d) to this paragraph (g) inclusive of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

(h) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations



### 20. INDEPENDENT CONTRACTOR RELATIONSHIP

SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to LOCKHEED MARTIN.

#### **21. INELIGIBILITY FOR AWARD**

(a) SELLER certifies that, to the best of its knowledge and belief, that:

(1) SELLER and/or any of its principals, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency, including, without limitation, any US Government agency;

(2) A contracting authority would not be required or permitted to treat SELER as ineligible pursuant to Regulation 23(1) and 23(4) of the Defence and Security Public Contracts Regulations 2011; and

(3) A contracting authority would not be required or permitted to exclude SELLER from participation in a procurement procedure pursuant to Regulation 57(1), 57(3) and 57(4) of the Public Contracts Regulations 2015.

(b) SELLER shall provide immediate written notice to LOCKHEED MARTIN if, at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

#### 22. INFORMATION ASSURANCE

(a) Information provided by LOCKHEED MARTIN to SELLER remains the property of LOCKHEED MARTIN. SELLER shall comply with the terms of any proprietary information agreement with LOCKHEED MARTIN and comply with all



(c) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially



**25. INSURANCE** 



country government authorities. SELLER agrees to make fair and reasonable representations to the pertinent Offset authority to help LOCKHEED MARTIN secure the award of said credits.

### **30. PACKING AND SHIPMENT**

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

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) Unless otherwise specified, delivery shall be Delivery Duty Paid (INCOTERMS2010 DDP) to the destination identified in this Contract.

## **31. PAYMENTS, TAXES, AND DUTIES**

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) LOCKHEED MARTIN's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHEED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHEED MARTIN.

(c) LOCKHEED MARTIN shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.



**39. STOP WORK** 



(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) SELLER shall provide LOCKHEED MARTIN status of performance of this Contract when requested. In addition, if