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LOCKHEED MARTIN CORPORATION
CORPDOC 4INT
GENERAL PROVISIONS FOR INTERNATIONAL COST REIMBURSEMENT SUBCONTRACTS/PURCHASE ORDERS
FOR NON-COMMERCIAL PRODUCTS AND/OR SERVICES UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL
AGENCIES)

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.
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(c)(1) If: (i) LOCKHEED MARTIN's contract cost 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 costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by
SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, LOCKHEED MARTIN may proceed as
provided for in (3) below.
(2) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this
Contract, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii)
with notice of applicable cutoff dates and upon LOCKHEED MARTIN's request to provide cost or pricing data, submit cost
or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such
data are defective as of the applicable cutoff date on LOCKHEED MARTIN's Certificate of Current Cost or Pricing Data; (iii)
claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any
description that is inaccurate; or if (v) the U.S. Government alleges any of the foregoing; and, as a result, (1) LOCKHEED
MARTIN's Contract price or fee is reduced; (2) LOCKHEED MARTIN's costs are determined to be unallowable; (3) any
fines, penalties, or interest are assessed on LOCKHEED MARTIN; or (4) LOCKHEED MARTIN incurs any other costs or
damages; LOCKHEED MARTIN may proceed as provided for in (3) below.
(3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) and (2)
above, LOCKHEED MARTIN may make a reduction of corresponding amounts (in whole or in part) in the costs and fee
of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the
corresponding amounts. SELLER shall promptly pay amounts so demanded. Such sums shall not be considered
allowable costs under any provision of the Contract. In the case of withholding(s), LOCKHEED MARTIN may withhold
the same amount from SELLER under this Contract.
(d) If the Work is to be shipped to, or performed in the United States:
(1) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to
LOCKHEED MARTIN hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances
inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b))
as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory
Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017).
(2) SELLER shall make available to LOCKHEED MARTIN all Safety Data Sheets for any material provided to LOCKHEED
MARTIN, or brought or delivered to LOCKHEED MARTIN or its customer's premises in the performance of this Contract
as required by applicable law, such as the Occupational Safety and Health Act of 1970 and regulations promulgated
thereunder.
(3) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The
clause at 41 CFR 60-300.5(a) is incorporated herein by reference. This paragraph applies with respect to employment
activities within the United States. The clause applies if this Contract is valued at or above the threshold specified in FAR
22.1303(a) on the date of subcontract award, unless exempted by the rules, regulations, or orders of the Secretary
issued pursuant to VEVRAA. As used in the clause, “contractor” means “SELLER.” This clause applies in addition to FAR
52.222-35 if included in this Contract. (2) LOCKHEED MARTIN and SELLER shall abide by the requirements of 41 CFR 60-

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300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action
by covered prime contractors and subcontractors to employ and advance in employment qualified protected
veterans.
(4) Equal Opportunity for Workers with Disabilities. (1) The clause at 41 CFR 60-741.5 is incorporated herein by

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(f) SELLER also represents that it will identify for every component or part of the Work, the chemical(s) present and any
Chemical Abstracts Service (CAS) Registry Number(s), or similar identifying classification such as generic name and
accession number to ensure compliance with TSCA or other applicable chemical substance regulation. This information
shall be provided by SELLER for itself and all sub-tier suppliers to LOCKHEED MARTIN upon request.
3. ASSIGNMENT
Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is
given by LOCKHEED MARTIN.
4. CHANGE IN CONTROL OF SELLER
Prior to a potential change in control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such
change in control, SELLER will promptly notify LOCKHEED MARTIN in writing thereof, and provide the identity of the
potential new controlling party and information on such party and the transaction as LOCKHEED MARTIN may request,
consistent with applicable law and confidentiality restrictions..
5. COMMUNICATION WITH LOCKHEED MARTIN CUSTOMER
SELLER shall not communicate with LOCKHEED MARTIN’s customer or higher tier customer in connection with this
Contract, except as expressly permitted by LOCKHEED MARTIN. This clause does not prohibit SELLER from
communicating with the U.S. Government with respect to (1) matters SELLER is required by law or regulation to
communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law
enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter
for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct
communication by SELLER to the Government, or (4) any material matter pertaining to payment or utilization.
6. COMPLIANCE WITH THE FOREIGN CORRUPT PRACTICES ACT AND OTHER ANTICORRUPTION LAWS AND
REGULATIONS
(a) SELLER shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i)
the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of
performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development’s
Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention
Against Corruption, and the Inter-American Convention Against Corruption in SELLER’s country or any country where
performance of this Contract will occur. Compliance with the requirements of this clause is a material requirement of
this Contract.
(b) In carrying out its responsibilities under this Contract –
(1) SELLER represents that it 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 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

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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.
(2) SELLER shall notify LOCKHEED MARTIN if it becomes aware that any owner, partner, officer, director or employee of
SELLER or of any parent or subsidiary company of SELLER is or becomes an official or employee of the government or of
an agency or instrumentality of a government or a candidate for political office or a political party official during the
term of this Contract.
(3) SELLER has not made and will not make, either directly or indirectly, any improper payments.
(4) SELLER has not made and will nouada4 BDC q
0.00000912 3racilitating payment (as that term is defined in the912 3FCPA).

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(a) SELLER shall comply with all applicable U.S. and non-U.S. sanctions and export control laws, rules and regulations,
specifically including but not limited to, the International Traffic in Arms Regulation (“ITAR”), 22 C.F.R. 120 et seq., the
Export Control Reform Act of 2018, the Export Administration Regulations (“EAR”), 15 C.F.R. 730-774, the Foreign Assets
Control Regulations, 31 C.F.R. 500-598, E.U. controls on exports of dual-use items and technology implemented
pursuant to Regulation (EU) 2021/821 (as amended) and the U.K. control on exports in the Export Control Act 2002,
Export Control Order 2008 (as amended) and the Retained Dual-Use Regulation (collectively, “Trade Control Laws”).
Without limiting the foregoing, SELLER shall not transfer any LOCKHEED MARTIN provided export controlled item or data
(or items and data developed from such items/data), including transfers to dual/third country nationals employed by or
associated with, or under contract to SELLER or SELLER's lower tier suppliers, unless authorized in advance by an export
authorization (e.g. Technical Assistance Agreement (TAA) or Manufacturing Licensing Agreement (MLA), export license,
license exception, or license exemption (collectively, “Export Authorization”), as required.
(b) SELLER shall notify LOCKHEED MARTIN if any deliverable under this Contract is restricted by applicable Trade Control
Laws. Before providing LOCKHEED MARTIN any item or data controlled under any of the Trade Control Laws, SELLER
shall provide in writing to the LOCKHEED MARTIN Procurement Representative the export classification of any such item
or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology,
Wassenaar Arrangement’s List of Dual-Use Goods and Technologies or other applicable export control list), and, shall
notify the LOCKHEED MARTIN Procurement Representative in writing of any changes to the export classification
information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has
determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly
determined their export classification.
(c)(1) SELLER hereby represents that neither SELLER nor any parent, subsidiary, affiliate, employee, or sublicensee or
lower tier supplier of SELLER (i) are located within an ITAR §126.1 listed country, (ii) nor 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"), the List of Statutorily Debarred
Parties maintained by the U.S. State Department’s Directorate of Defense Trade Controls or the consolidated list of asset
freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party
Lists”).
(2) SELLER further represents that it shall immediately notify the LOCKHEED MARTIN Procurement Representative if
SELLER’s status changes with respect to any of the foregoing
(d) In the event of an anticipated change in control of SELLER involving another person or entity, SELLER shall provide
LOCKHEED MARTIN with notice at least 90 days prior to the effectiveness of such change of control consistent with
applicable law and confidentiality restrictions.
(e) LOCKHEED MARTIN ITAR Controlled Technical Data can be provided only to SELLER’s same country national
employees. Third country national employees and/or dual country national employees of SELLER are not authorized to
receive LOCKHEED MARTIN ITAR Controlled Technical Data without separate authorization and approval by LOCKHEED
MARTIN and the U.S. Government.

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(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or
solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are
incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203

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the U.S. Government assumes liability therefor, SELLER shall defend, indemnify, and hold harmless LOCKHEED
MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers
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fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is
based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the
intellectual property rights of any person or entity.
(b) SELLER's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and
Consent" applies to LOCKHEED MARTIN's Prime Contract for infringement of a U.S. patent and LOCKHEED MARTIN and
its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable
attorney's fees by a third party.
(c) In addition to the Government's rights in data and inventions, SELLER agrees that LOCKHEED MARTIN, in the
performance of its prime or higher tier contract obligations, shall have an unlimited, irrevocable, paid-up, royalty-free
right to (1) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or
externally) copies of, transfer computer software to the Government and the Government’s end customer, and prepare
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27. 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.

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Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid,
the remaining provisions of this Contract will remain in full force and effect.
38. SURVIVABILITY
All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the
expirati

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(b) SELLER shall ensure shipments made in connection with this Contract are conveyed through transportation providers
that are (1) certified under the U.S. CBP C-TPAT program, (2) certified under a supply chain security program of a country
that the United States has entered into a C-TPAT mutual recognition agreement, agreement, or (3) otherwise approved
by LOCKHEED MARTIN.
(c) In addition to other requirements of this Contract, SELLER shall ensure the physical integrity and security of all
shipments under this Contract against the introduction of harmful or dangerous materials, drugs, contraband, weapons,
or weapons of mass destruction or introduction of unauthorized persons in transportation conveyances and/or
containers. Such measures shall include, but are not limited to: physical security of SELLER’s manufacturing, packing,
shipping, and storage; restriction of access of unauthorized persons to such areas; screening of personnel involved in
any related supply chain activities to the maximum limits of applicable laws and regulations; and development,
implementation, and maintenance of procedures to protect the physical integrity and security of all shipments.
(d) Upon request, SELLER shall provide to LOCKHEED MARTIN, reasonable evidence of compliance with this clause.
(e) SELLER shall include paragraphs (b) through (d) of this clause, or equivalent provisions, in lower tier subcontracts
involving shipments related to this Contract.
42. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)
(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.
(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

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(d) SELLER shall promptly notify LOCKHEED MARTIN and provide a report of any accidents or security incidents involving
loss of or misuse or damage to LOCKHEED MARTIN, customer, or third party intellectual or physical assets, and all
physical altercations, assaults, or harassment.
(e)(1) Prior to entry on Premises, SELLER shall coordinate with LOCKHEED MARTIN to gain access. SELLER shall provide
information reasonably required by LOCKHEED MARTIN to ensure proper identification of personnel, including, but not
limited to verification of citizenship, lawful permanent resident status, protected individual or other status.
(2) SELLER personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED
MARTIN through the LOCKHEED MARTIN Contractor Screen Program, or otherwise screened by SELLER in a manner
satisfactory to LOCKHEED MARTIN.
(f) SELLER shall ensure that SELLER personnel: (i) do not remove LOCKHEED MARTIN, customer, or third party assets