



LOCKHEED MARTIN CORPORATION

CORPDOC 3 - INT

(Modified for JSF N00019-02-C-3002 on 3 September 2003)

**GENERAL PROVISIONS AND FAR FLOWDOWN PROVISIONS FOR
INTERNATIONAL SUBCONTRACTS/ PURCHASE ORDERS (ALL AGENCIES) FOR
NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT**

SECTION I: General Provisions

**1 Acceptance of Contract/Terms and
Conditions**

LOCKHEED MARTIN; or (4) LOCKHEED MARTIN incurs any other costs or damages; LOCKHEED MARTIN may proceed as provided for in (4) below.

- (4) Upon the occurrence of any of the circumstances identified in (2) and (3) above, LOCKHEED MARTIN may make a reduction of corresponding amounts (in whole or in part) in the price, or 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.
- (5) These rights and obligations shall survive the termination or completion of this Contract.

(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 provide to LOCKHEED MARTIN with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

3. Assignment.

Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by LOCKHEED MARTIN. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if LOCKHEED MARTIN is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of LOCKHEED MARTIN against SELLER. LOCKHEED MARTIN shall have the right to make settlements and/or adjustments in price with SELLER without notice to the assignee.

4. Communication with Lockheed Martin Customer.

(a) LOCKHEED MARTIN shall be solely responsible for all liaison and coordination with the LOCKHEED MARTIN customer, including the U. S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract.

(b) Unless otherwise directed in writing by the authorized LOCKHEED MARTIN Procurement Representative, all documentation requiring submittal to, or action by, the Government or the Contracting Officer shall be routed to, or through, the LOCKHEED MARTIN Procurement Representative, or as otherwise permitted by this Contract.

5. Contract Direction.

- (a) Only the LOCKHEED MARTIN Procurement Representative has authority to amend this Contract. Such amendments must be in writing.
- (b) LOCKHEED MARTIN engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the LOCKHEED MARTIN Procurement Representative.

6. Definitions.

The following terms shall have the meanings set forth below:

- (a) "Contract" means the instrument of contracting, such as "PO", "Purchase Order", or other such type designation, including all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.
- (b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
- (c) "Government" means the Government of the United States of America or any department or agency thereof.
- (d) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION, acting through its companies or business sites as identified on the face of the Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CORPORATION is identified on the face of this Contract then "LOCKHEED MARTIN" means that subsidiary or affiliate.
- (e) "LOCKHEED MARTIN Procurement Representative" means the person authorized by LOCKHEED MARTIN's cognizant procurement organization to administer and/or execute this Contract.
- (f) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract."

4. SELLER, including lower-tier subcontractors, shall return, or at LOCKHEED MARTIN's direction, destroy all of the technical data exported to SELLER pursuant to the Contract upon fulfillment of its terms; and
5. Unless otherwise directed by LOCKHEED MARTIN, SELLER shall deliver the Work only to LOCKHEED MARTIN or to an agency of the U.S. Government.
6. SELLER shall include the terms in this paragraph (d) in all lower-tier subcontracts issued when technical data is provided to the lower tier subcontractor.

(e) Failure of the United States Government to issue any required export license, or withdrawal/termination of a required export license by the United States Government, shall relieve LOCKHEED MARTIN of its obligations under this Contract, and shall relieve SELLER of its' corresponding obligations.

9. Extras.

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

10. 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. LOCKHEED MARTIN shall at all reasonable times have access to the premises where any of the Furnished Property is located.
- (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. SELLER shall not incur any liens or encumbrances or permit any liens or encumbrances to attach to the Furnished Property. Title to Furnished Property shall not be affected by the incorporation or attachment thereof to any property not owned by LOCKHEED MARTIN nor shall such Furnished Property, or any part thereof, be or become a fixture or lose its identity as personalty by reason or affixation to any realty.
- (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 maintain adequate control records and shall manage, maintain,

11. Gratuities/Kickbacks.

- (a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, to any employee of LOCKHEED MARTIN with a view toward securing favorable treatment as a supplier.
- (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 52.203-7 shall not apply.**

12. Importer of Record.

Applies if the Contract involves importation of Work into the United States.

- (a) If elsewhere in the Contract LOCKHEED MARTIN is indicated as importer of record, SELLER warrants that all sales hereunder are or will be made at not less than fair value under United States Anti-Dumping Laws (19 U.S.C. 1673 et seq.).
- (b) If elsewhere in the Contract LOCKHEED MARTIN is not indicated as importer of record, then SELLER agrees that:
 - (1) LOCKHEED MARTIN will not be a party to the importation of Works, the transaction(s) represented by this Contract will be consummated after importation, and SELLER will neither cause nor permit

under this Contract or any other Contract between the Parties.

- (b) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.
- (c)
 - (1) Unless other specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice; provided, however, that no taxes or duties imposed by (TO BE PROVIDED) shall be charged to Buyer under this PO.
 - (2) If SELLER obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this PO, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Government's Contracting Officer or Buyer directs.
- (d) All taxes, assessments and similar charges levied with respect to or upon any such products or Work owned by LOCKHEED MARTIN while in SELLER's possession or control, and for which no exemption is available, shall be borne by SELLER.
- (e) The prices stated in the Contract are firm, fixed prices in United States dollars.

24. Precedence.

Any inconsistencies in this Contract shall be resolved in accordance with the follows reim16.895.265

- (c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by LOCKHEED MARTIN.

31. Waiver, Approval And Remedies.

- (a) Failure by LOCKHEED MARTIN to enforce any provision(s) of this Contract shall

D. Amendments Required By Prime Contract.

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. FAR Flowdown Clauses.

REFERENCE

TITLE

1. The following FAR clauses apply to this Contract :

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.222-1	NOTICE TO GOVERNMENT OF LABOR DISPUTES (FEB 1997) (See Note 2).
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000) - (In paragraph (a), see Notes 5 and 6.)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) - (See Note 2.)
52.242-13	BANKRUPTCY (JUL 1995) - (See Note 2.)
52.242-15	STOP-WORK ORDER (AUG 1989) - (See Notes 1 and 2.)
52.243-1	CHANGES - FIXED PRICE (AUG 1987) - (See Notes 1 and 2; delete the reference to the "disputes" clause in subparagraph (e).)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001).
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) - (The Government also may exercise any of LOCKHEED MARTIN's inspection rights under this clause. See Notes 1 and 2.)
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) - (The Government also may exercise any of LOCKHEED MARTIN's inspection rights under this clause. See Note 1.)
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (AUG 1996) - (The Government also may exercise any of LOCKHEED MARTIN's inspection rights under this clause. See Notes 1 and 2.)

Note 5.)

3. The following FAR clauses apply only if the stipulation in the relevant parenthetical applies:

- 52.204-2 **SECURITY REQUIREMENTS (AUG 1996)** - (Applicable if the Work requires access to classified information; delete paragraph (c) of the clause.)
- 52.215-11 **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)** - (Applicable for modifications if not otherwise exempt under FAR 15.403. See Notes 2 and 4. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.)
- 52.215-13 **SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)** - (Applicable for modifications if not otherwise exempt under FAR 15.403. All of the duties and obligations which this clause imposes upon a sub-tier contractor shall be and are hereby imposed upon the CONTRACTOR with respect to LOCKHEED MARTIN in pricing the award of this Contract or any modification to this Contract. Rights and obligations under this clause shall survive completion of the work and final payment.)
- 52.215-15 **PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)** - (Applicable if this Contract meets the applicability requirements of FAR 15.408(g); see Note 5.)
- 52.215-16

- MODIFICATIONS (OCT 1997)** - (See Note 2.)
- 52.223-7 **NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)** - (Applicable to Work containing covered radioactive material. In the blank insert “30”; See Notes 1 and 2.)
- 52.225-8 **DUTY FREE ENTRY (FEB 2000)** - (Applicable if supplies will be imported into the Customs Territory of the United States. In paragraph (c)(1) the notice provision shall be 30 days. See Notes 2, 3, 5 and 6.)
- 52.227-10 **FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984)** - (Applicable if the Work or any patent application may cover classified subject matter.)
- 52.227-11 **PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)** (Applicable if CONTRACTOR is a small business or domestic non-profit organization performing experimental or R&D Work.)
- 52.227-12 **PATENT RIGHTS-RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1998)** - (Applicable to other than a small business or domestic non-profit organization performing experimental or R&D work.)
- 52.229-6 **TAXES – FOREIGN FIXED-PRICED CONTRACTS (JAN 1991)**. (Applicable unless taxes or duties are imposed by or in To Be Provided .

CONTRACTOR's subcontracting plan is incorporated herein by reference.)

(v) The following FAR Clauses apply as indicated:

52.223-11 **OZONE-DEPLETING SUBSTANCES (MAY 2001)** -
(Applicable if the Work was manufactured with or contains ozone-depleting substances.)

F. Certifications And Representations.

(a) **This clause contains certifications and representations that are material representations of fact upon which LOCKHEED MARTIN will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of LOCKHEED MARTIN, or accepting any Contract, CONTRACTOR certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by LOCKHEED MARTIN. CONTRACTOR shall immediately notify LOCKHEED MARTIN of any change of status with regard to these certifications and representations.**

(1) **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$100,000).

(i) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(ii) CONTRACTOR certifies that to the best of its knowledge and belief that on and after December 23, 1989.

(a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

- (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and
 - (c) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - (iii) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (2) **FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**
- (i) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - (ii) CONTRACTOR shall provide immediate written notice to LOCKHEED MARTIN if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) The following FAR Clauses apply to this Contract, if Work under this Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract:
- (i) **FAR 52.222-22 Previous Contracts and Compliance Reports.** CONTRACTOR represents that if CONTRACTOR has participated in a previous contract or subcontract subject either to Equal Opportunity clause (FAR 52.222-26) of the Solicitation/Contract, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, (i)

CONTRACTOR has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(ii) **FAR 52.222-25 Affirmative Action Compliance.** CONTRACTOR represents (1) /that CONTRACTOR has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(iii) **FAR 52.223-13 Certification Of Toxic Chemical Release Reporting** (Applicable to competitive solicitations/POs/CONTRACTS which exceed \$100,000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) CONTRACTOR certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this CONTRACT that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), CONTRACTOR will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this CONTRACT is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

G. Additional JSF Specific Clauses:

INVESTMENT. Any decision by Seller at, or prior to, the date of award of this P.O. or at or prior to the date of execution of any modification to this P.O. to (i) incur costs, by reason of investment or otherwise, that are not expressly included in writing in the Seller's bid, offer, or proposal to Buyer, agreed to by Buyer, and incorporated into this P.O.'s price, (ii) forego profit on costs, or (iii) apply a management decrement, is made at the sole risk of Seller. Seller acknowledges that the price of this P.O. shall not be increased by any portion of incurred costs, foregone profit, or management decrement, for any reason, including, but not limited to the gxpres76 Tc165 TD0.001 Tc0.wf4red costt nNnienJ18.935 00.0357 T41.165 TD0.00for anyStat