



Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

- (c) SELLER must assert its right to an equitable adjustment under this paragraph within ten (10) days from the date of receipt of the written change order. If the SELLER's proposal includes the cost of property made obsolete or excess by the change, LOCKHEED MARTIN shall have the right to prescribe the manner of disposition of the property.
- (d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall

produced under or provided pursuant to this Contract, without prior notification and compliance with all applicable Federal, State and local laws, regulations, and ordinances, including the regulation of the U.S. Department of Commerce and/or the U.S. Department of State.

while on LOCKHEED MARTIN's or Customer's premises; (iii) do not possess hazardous materials of any kind on LOCKHEED

- (d) SELLER shall immediately notify LOCKHEED MARTIN Procurement Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

#### 11. 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 the 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.

#### 12. GRATUITIES / KICKBACKS

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.

#### 13. INDEPENDENT CONTRACTOR RELATIONSHIP AND SELLER PERSONNEL

- (a) SELLER's relationship to LOCKHEED MARTIN shall be that of an Independent Contractor and this Contract does not create an agency, partnership, or joint venture relationship between LOCKHEED MARTIN and SELLER or LOCKHEED MARTIN and SELLER personnel. Personnel supplied by SELLER hereunder shall be deemed employees of SELLER and shall not for any purposes be considered employees or agents of LOCKHEED MARTIN. SELLER assumes full responsibility for the actions and supervision of such personnel while performing services under this Contract. LOCKHEED MARTIN assumes no liability for SELLER personnel.
- (b) SELLER shall inform LOCKHEED MARTIN if a former employee of LOCKHEED MARTIN or its parent or any subsidiary will be assigned Work under this Contract, and any such assignment shall be subject to LOCKHEED MARTIN approval.
- (c) Nothing contained in this Contract shall be construed as granting to SELLER or any personnel of SELLER rights under any LOCKHEED MARTIN benefit plan.
- (d) SELLER will ensure that SELLER personnel assigned to work on LOCKHEED MARTIN's or Customer's premises comply with any on-premises guidelines and: (i) do not bring weapons of any kind onto LOCKHEED MARTIN's or Customer's premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages

- (n) SELLER shall indemnify and hold harmless LOCKHEED MARTIN from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which LOCKHEED MARTIN may sustain or incur in consequence of (i) SELLER's failure to pay any employee for the Work rendered under this Contract, or (ii) any claims made by SELLER's personnel against LOCKHEED MARTIN.

**14. INFORMATION OF LOCKHEED MARTIN**

- (a) SELLER shall not use, reproduce or disclose any information, knowledge, or data of LOCKHEED MARTIN which SELLER may receive from LOCKHEED MARTIN or have access to, including proprietary or confidential information of LOCKHEED MARTIN or of others when in possession of LOCKHEED MARTIN (hereinafter LOCKHEED MARTIN INFORMATION). LOCKHEED MARTIN INFORMATION includes, but is not limited to, business plans, marketing information, cost estimates, forecasts, bid and proposal data, financial data, formulae, compositions, products, processes, procedures, inventions, systems or designs.
- (b) Prior to commencement of assignment, SELLER shall have a written agreement with each of its employees performing services hereunder sufficient to enable SELLER to comply with this Section.
- (c) LOCKHEED MARTIN INFORMATION provided to the SELLER remains the property of LOCKHEED MARTIN. Within thirty (30) days of the expiration or termination of this Contract or upon the request of LOCKHEED MARTIN, SELLER shall return or certify the destruction of all LOCKHEED MARTIN INFORMATION and any reproductions,

and 2.1(is)-5.(i)-( )JTJ\*T\*-0.01 e\*-0.0ade9(s.0adeIraF6(ru)65umpt(s.0adeIraF6(ruy.0ade 8.9(e\*-u.0aderre)-7.9(nde)-7.9(r )-86.5(9(s.0adeIraF6(ru)iraF6(run.0adeforma-86.5 MARTIN withoutor execution by -9.9 5MOCKHE9.9 5ME9.9 5MD MARTIN of a P.9(25r)-2.5(o65i)-11(e)-7.8(t)-11(a)-7.8(ry Informa-86.8(t)-11(i)-11(on A)-8.8(g)1.7(re)-7.8(e)-7.8(m)0.7(e)-7.8(n)1.7(t)-11(-)-15.7( )JTJ~-2.3721 -1.2791 TD^0 Tc^0 Tw^( )Tj^T reasona(s.. 5b)8.2(l)-4.5(e )-9.92(t)-4.5(i)-4.5(m)7.2(es)-9.7( )-9.92(an)8.2(d)8.2(1)-9.92(p)8.2(l)-4.5(aces)-9.7(.)-9.2(11S)-5.5(ELLER)-10.8( s)-9.7(h)8.2(al)-4.5(l)

SELLER hereunder shall become the sole property of  
LOCKHEED MARTIN.

- (f) SELLER warrants that the Work performed and delivered 3(i)-10.

