

### LOCKHEED MARTIN CORPORATION

## **CORPDOC 4INT**

GENERAL PROVISIONS FOR INTERNATIONAL COST REIMBURSEMENT SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS 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.
- (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 LOCKHECayis

regulation that implements or supplements the

FAR; or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. The provisions of the "United Nations Convention on Contracts for International Sales of Goods" shall not apply to this Contract.

(b) SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations and ordinances of the United States and the country where SELLER will be performing the Contract except to the extent penalizable under or inconsistent with United States laws. SELLER shall procure all licenses/permits, pay all fees, and other required charges thereby and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority subject to the condition noted above regarding any such compliance not being penalizable under or inconsistent with United States laws. SELLER, at its expense, shall provide reasonable cooperation to LOCKHED 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 SELLERs obligations under this Contract.





- (5) SELLER shall promptly disclose to LOCKHEED MARTIN together with all pertinent facts any violation, or alleged violation of this clause in connection with the performance of this Contract, and further notify LOCKHEED MARTIN of any subsequent disposition related to the foregoing.
- (c) SELLER shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.
- 7. CONTRACT DIRECTION
- (a) Only the LOCKHEED MARTIN Procurement Representative has authority on behalf of LOCKHEED MARTIN to make



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 units as identified on the face of this 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 a person authorized by LOCKHEED MARTIN's cognizant procurement organization to administer and/or execute this Contract.
- (f) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.
- (g) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

### 11. DISPUTES

- (a) All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity exclusively in a United States Court of competent jurisdiction located in the State from which this contract is issued. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation direct or indirectly arising out of under or in connection with this Contract.
- (b) Until final resolution of any dispute, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

## 12. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

### 13. EXPORT CONTROL

(a) SELLER shall comply with all applicable U.S and non-U.S sanctions and export control laws, rules and regulations,

Export Control Reform Act of 2018, the Export Adminis

-774, the Foreign Assets



advance by an export license agreement (e.g. Technical Assistance Agreement (TAA) or Manufacturing Licensing

- (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,

  -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) SELLER hereby represents that neither SELLER nor any parent, subsidiary or affiliate of SELLER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List



information from the competent government authorities in the United States. SELLER further understands and agrees that such cooperation may require it to provide confidential sales and cost information to the competent authorities so that they can calculate the amount of the duty or other charge on the goods.

(b) At all times before, during, or after the initiation of a trade remedy proceeding in the United States or another country, SELLER shall take all available steps necessary to minimize (1) the risk that additional duties or other charges may be imposed on its goods sold to LOCKHEED MARTIN and (2) the amount of such duties or charges. SELLER warrants that there are no additional duties or other charges (e.g., antidumping duties, countervailing duties, safeguard duties)



(e) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine



- (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 of setoff 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.
- (e) The prices stated in the Contract are established in United States dollars.

# 30. PLACE OF PERFORMANCE

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in



### 34. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of LOCKHEED MARTIN. SELLER shall not use "Lockheed Martin," "Lockheed Martin Corporation," or any other trademark or logo owned by LOCKHEED MARTIN, in whatever shape or form, without the prior written consent of LOCKHEED MARTIN.

### 35. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELER shall retain all records related to this Contract for four (4) years from the date of final payment received by SELER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost11.04 (g)4uf1g(p)38ahtract foEtars -2(d)7(er)10i toaceivsETQq0.00000912



- (c) SELLER shall provide LOCKHEED MARTIN status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. These notifications 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.

40. TRAVEL COSTS

(a) All travel incurred by SELLER in the performance of this Contrac



- (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 dause 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 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
- (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 FLOSSLicense, or (3) software provided under a license that (a)



after such notification, LOCKHEED MARTIN may, notwithstanding any other provision of this Contract, ignore or, at



(2) SELLER personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED MARTIN through the LOCKHEED pers)1tract by, prSt,eEDP10(droED)-2(o)ram10(d,)11()-5(r(t)-g0therwi(E)10e[((2)8(, be)8d b)7d) and the lockheed personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED market personnel requiring access to the prior to entry personnel requiring access to the prior to entry personnel requiring access to the prior to entry personnel requirement p