

(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. Neither of the Parties has entered into this Contract in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this Contract and, in the absence of fraud neither party shall be liable to the other for or shall seek to rely upon any such representations. The parties agree that any Non Disclosure Agreement or Proprietary Information

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. SELLER shall be responsible for all Work performed/supplied by sub-contractors under this Contract.

Prior to a potential change of control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such change of 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,

(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. No such action shall 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 SELLER shall be in writing and sent to the LOCKHEED MARTIN Procurement Representative.

"Counterfeit Work" means Work that is or contains unlawful or unauthorised reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorised aftermarket manufacturer. Unlawful or unauthorised substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Work shall also be considered "Counterfeit Work" if it falls within the definition of "Counterfeit Material" set out at Paragraph 5.2 of DEF STAN 05-135.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to LOCKHEED MARTIN under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to LOCKHEED MARTIN directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorised distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of LOCKHEED MARTIN.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognised standards and with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify LOCKHEED MARTIN with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by LOCKHEED MARTIN, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(c) The provisions of this clause shall be without prejudice to any other remedy LOCKHEED MARTIN may have under this Contract or any applicable law.

(a) The following terms shall have the meanings set forth below:

(1) "Affiliate" in relation to an entity shall mean a parent undertaking of that entity (whether direct or an ultimate holding company) or a subsidiary undertaking of a parent undertaking or an ultimate holding company of that entity, at any level, as the terms "parent undertaking" and "subsidiary undertaking" are defined within Section 1162 of the Companies Act 2006.

(2) "the Authority" means the Secretary of State for Defence.

(3) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract" "Task Order", or other such type designation, including these General Provisions, 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.

(4) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION or the LOCKHEED MARTIN CORPORATION subsidiary 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.

(5) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognisant procurement organisation to administer and/or execute this Contract.

(6) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

(7) "Task Order" means a separate order issued under this Contract.

(8) "Work" me

(a) All disputes under this Contract that are

(f) SELLER shall inform LOCKHEED MARTIN if at any time the Work's chemical composition or the status of the chemicals it contains changes such that an initial or modified declaration is required under paragraph (d) of this clause providing such information update to LOCKHEED MARTIN within 45 calendar days of any such changes. LOCKHEED MARTIN reserves the right to refuse/reject Work that requires a declaration pursuant to paragraph (d) of this Clause unless this has been agreed before contract award. LOCKHEED MARTIN shall have no liability to SELLER where Work is refused/rejected in accordance with this paragraph.

(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 ("ITAR"), 22 C.F.R. 120 et seq., the Export Control Act, 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 Council Regulation (EC) No. 428/2009 and U.K. controls on exports of strategic items and

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.

(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 SELLER 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.

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.

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for three (3) years from the date of final payment received by SELLER. 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 cost, SELLER shall timely provide access to such records to the UK Government and/or LOCKHEED MARTIN upon request.

A person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

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.

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from LOCKHEED MARTIN, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, LOCKHEED MARTIN shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance

- (a) LOCKHEED MARTIN may terminate part or all of this Contract for its convenience by giving written notice to SELLER.
- (b) Upon termination, in accordance with LOCKHEED MARTIN written direction, SELLER will immediately:
 - (i) Cease work;
 - (ii) Prepare and submit to LOCKHEED MARTIN an itemization of all completed and partially completed deliverables and services;
 - (iii) Deliver to LOCKHEED MARTIN any and all Work completed up to the date of termination at the agreed

and extend for a period of one (1) year. If any nonconforming Work is identified by LOCKHEED MARTIN then without prejudice to any other remedy of LOCKHEED MARTIN, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or re-perform the Work. Transportation of replacement Work, return of nonconforming Work, and re-performance of Work shall be at SELLER's expense. If repair, or replacement, or re-performance of Work is not carried out promptly, LOCKHEED MARTIN may elect to return, re-perform, repair, replace, or reprocore the non-conforming Work at SELLER's expense. All warranties shall enure to the benefit of both LOCKHEED MARTIN and its customers.

(a)

(g) LOCKHEED MARTIN may, at its sole discretion,

DEFCON 520 Corrupt Gifts And Payments Of Commission (Edn 02/17) (In paragraph 4 delete "DEFCON 614" and replace

contractor" means "Seller." "Sub-

DEFCON 14A Collaboration - Ownership of Patents And Registered Designs (Edn 11/05) (Applies if this Contract is for research, design or development work.)

DEFCON 15 Design Rights and Rights to Use Design Information (Edn 02/98)

DEFCON 16 Repair And Maintenance Information (Edn 10/04) (Applies if this Contract requires SELLER to provide operating manuals, repair and maintenance manuals or other standard repair and maintenance documentation.)

DEFCON 21 Retention of Records (Edn 10/04). (Applies to all Contracts that include DEFCON 15 or DEFCON 16.)

DEFCON 90 Copyright (Edn 11/06) (Applies to all copyright works generated under this Contract except those the subject of DEFCONs 15 and 91.)

DEFCON 91 Intellectual Property Rights In Software (Edn 11/06) (Applies if this Contract requires the generation or delivery of computer software.)

DEFCON 126 International Collaboration (Edn 11/06)