



(c) 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.

(d) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012) (BPR).

(1) SELLER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of SELLER's Work or substances in SELLER' cre(o)-6(-)-6.1(in)1.9(d)3.7(-)-1.5(t)-3.2(h)33(at)-2.3(EE).



(c) Upon the occurrence and during the continuation of a default, LOCKHEED MARTIN may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(d) SELLER shall continue all Work not terminated or cancelled.

## **7. DEFINITIONS**

(a) SELLER shall comply, and will ensure that its employees, faculty, graduate assistants, and students comply, with all applicable U.S. and non-U.S. export control and economic sanctions laws, rules and regulations, specifically including, but not limited to, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Control Reform Act of 2018; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774;

of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Where SELLER is a party to or signatory under a LOCKHEED MARTIN Export Authorization, SELLER shall provide prompt notification to the LOCKHEED MARTIN Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable government restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance

(c) SELLER shall provide LOCKHEED MARTIN with a Technology Control Plan (TCP) detailing how SELLER will protect LOCKHEED MARTIN technical data from disclosure to Foreign Persons.

antidumping proceeding. The purpose of this provision is to comply with U.S. regulation 19 C.F.R. § 351.402(f) (2013). LOCKHEED MARTIN may terminate the agreement without liability to SELLER if additional duties or other charges are imposed on the goods produced or exported by SELLER.

(c) Unless this Contract expressly states that LOCKHEED MARTIN is designated as the importer of record, 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 shall neither cause nor permit LOCKHEED MARTIN's name to be shown as "Importer Of Record" on any customs declaration Temporary or Import Bond; and

(2) Upon request and where applicable, SELLER shall provide to LOCKHEED MARTIN Customs Form 7501 entitled "Customs Entry", properly executed.

## **16. INDEPENDENT CONTRACTOR RELATIONSHIP**

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.

## **17. INFORMATION ASSURANCE**

(a) Information provided by LOCKHEED MARTIN to SELLER remains the property of LOCKHEED MARTIN. SELLER shall comply with the terms of any proprietary information agreement with LOCKHEED MARTIN and comply with all proprietary information markings and restrictive legends applied by LOCKHEED MARTIN to anything provided hereunder to SELLER. SELLER shall not use any LOCKHEED MARTIN provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of LOCKHEED MARTIN. SELLER shall maintain data protection processes and systems sufficient to adequately protect LOCKHEED MARTIN provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by LOCKHEED MARTIN to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to LOCKHEED MARTIN after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.

(c) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.



(d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

**18. INFORMATION OF SELLER**

SELLER shall not provide any proprietary information to LOCKHEED MARTIN without prior execution of a proprietary information agreement by the parties.

**19. INSPECTION AND ACCEPTANCE**

(a) LOCKHEED MARTIN and its customer may inspect all Work at reasonable times and places, including, when

non-exclusive in all other fields of use. Should LOCKHEED MARTIN desire to obtain an exclusive license for other purposes, SELLER hereby grants to LOCKHEED MARTIN the first right to negotiate for such other fields of use an exclusive license to make, have made, use, sell, offer for sale, import, reproduce, distribute and otherwise practice (i) SELLER-owned intellectual property developed under this Contract and (ii) SELLER's interest in jointly owned intellectual property developed under this Contract.

(2) To the extent that LOCKHEED MARTIN requires a license to avoid infringing previously existing SELLER-owned intellectual property in order to (i) practice any license received for SELLER-owned intellectual property developed in





### **31. SURVIVABILITY**

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

### **32. TERMINATION FOR CONVENIENCE**

(a) LOCKHEED MARTIN reserves the right to terminate this Contract, or any part hereof, for its convenience. LOCKHEED MARTIN shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the

the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

(c) SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed individual expense exceeding \$75.00.

### **35. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS) SOFTWARE**

(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. SELLER warrants all FLOSS used or delivered in connection with this Contract complies with any applicable FLOSS License.

(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

### **37. WARRANTY**

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or repro cure the non-conforming Work at SELLER's expense. All warranties shall run to LOCKHEED MARTIN and its customers.

