



2. Environmental Protection Agency (EPA) Toxic Substances Control Act (TSCA): SELLER provide Safety Data Sheets (SDS) for substance, whether contained in an apparatus, container, or by itself in appropriate shipping or storage packaging, accompanied by a statement by chemical manufacturer providing the equivalent information.

3. Federal Communication Commission (FCC): For a deliverable that emits radio waves, the FCC Identification Number, if assigned, and confirmation of conformance with FCC import.

(c) The invoice shall contain the following information, in accordance with the contract:

1. Buyer and SELLER as defined in the Contract. If SELLER address code does not equal LOCKHEED MARTIN, then SELLER shall include one of the following on the commercial invoice:

(a) LOCKHEED MARTIN Aeronautics, C/O address code information

(b) Importer of Record: LOCKHEED MARTIN Aeronautics (address);

2. The U.S. Port of Entry indicating the US Port of Entry where the article is imported (Atlanta (ATL), Dallas/Fort Worth (DFW), etc.);

3. A detailed description of the article, quantity and part numbers, and the description of each individual package. The description of the article should be at least as detailed as in the Contract;

4. Total purchase price paid or payable, in U.S. dollars or currency of the country of origin, if purchased, the value of what the goods would be sold for in the ordinary course of trade;

5. All additional charges not included in the purchase price, (e.g., assays, taxes, etc.), in U.S. dollars or currency of this Contract;

6. Contract (purchase order) number and line item;

7. The Country of Origin of original manufacture. For Canada Country of Origin shall be included;

8. Seal numbers affixed to all loaded containers;



An example of a commercial invoice for use can
http://csg.lmtas.com/docs/commercial_invoice.doc



13. DEPARTMENT OF DEFENSE - DUTY FREE ENTRY

See purchasing document header text Duty Free Entry for requirements. If you do not have the number listed in the header text, please contact your LOCKHEED MARTIN Procurement representative to obtain the entitlement number(s).

14. ARTICLES RETURNED WITH NO CHARGE

When SELLER is furnishing articles at no charge, a value for customs purposes must be declared on all commercial invoices. The value declared must be an accurate representation of the value of the articles. The invoice should include a declaration that the value is for customs purposes only.

15. MANUFACTURING LICENSE AGREEMENT ANNUAL REPORT OF SALES OR OTHER TRANSACTIONS

(a) SELLER shall provide a separate Annual Sales Report (ASR) to the LOCKHEED MARTIN Procurement Representative for each Manufacturing License Agreement (MLA) issued by the U.S. Government under the Contract. The ASR shall include sales or other transfers pursuant to the MLA of the type, U.S. dollar value, and purchaser or recipient.

(b) SELLER shall submit the ASR to the LOCKHEED MARTIN Procurement Representative by February 28 of each year.

16. CLASSIFIED INFORMATION

All classified information and material furnished or generated under this Contract shall be controlled in accordance with the following:

(a) The recipient will not release the information or material to a third party without the prior approval of the releasing government.

1. The recipient will afford the information and material a degree of protection at least equal to that afforded the releasing government; and

2. The recipient will not use the information and material for other than the purposes intended without the prior written consent of the releasing government.

(b) Classified information and material furnished or generated under this Contract shall be controlled in accordance with the following:



(e) All cases in which it is known or there is reason to believe that classified information generated under this Contract has been lost or disclosed to unauthorized persons and fully by the contractor to its government's security authorities.

(f) Classified information and material furnished or generated pursuant to this Contract shall not be provided to another potential contractor or subcontractor unless:

1. A potential contractor or subcontractor which is located in the United States has been approved for access to classified information and material by U.S. security authorities; or,

2. If located in a third country, prior written consent is obtained from the U.S. security authorities.

(g) Upon completion of the Contract, all classified material furnished or generated shall be returned to the U.S. contractor or be destroyed.

(h) The recipient contractor shall insert terms that substantially conform to the



EXHIBIT A REPAIR ARTICLE DECLARATION

I, _____, declare that the articles herein specified are the articles in which they were exported from the United States, were received by me in 20XX, from (name and address of owner in the United States); the



EXHIBIT B ARTICLES RETURNED WITHOUT IMPROVEMENT DECLARATION ARTICLES RETURNED
WITHOUT IMPROVEMENT DECLARATION

I, -----, declare that, to the best of my knowledge, the articles specified were exported from the United States, from the port of -----, on -----, 20--, and that they are returned without having been improved in condition by any process of manufacture or other means.

Marks	Number	Quantity	Description	Value, in Dollars
(Date)		(Signature)		
(Address)		(Capacity)		