



**LOCKHEED MARTIN – UNITED KINGDOM**

**CORPDOC 21UK**

**SUBCONTRACTS/PURCHASE ORDERS IN SUPPORT OF UNITED KINGDOM  
MINISTRY OF DEFENCE (MOD) PRIME CONTRACTS**

**SECTION I: STANDARD PROVISIONS**

referred to in this Contract and, in the absence of  
upon any such representations. The parties agree  
Agreement shall not be superseded by this Contract.

(b) SELLER's acknowledgment, acceptance of pa  
unqualified acceptance of this Contract.

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#### **4. CHANGES**

- (a) The LOCKHEED MARTIN Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, LOCKHEED MARTIN shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this 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 clause within thirty (30) days from the date of receipt of the written change order from LOCKHEED MARTIN. If SELLER's proposed equitable adjustment 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 excuse SELLER from proceeding without delay in the performance of this Contract as changed.

#### **5. COMPLIANCE WITH THE BRIBERY ACT AND OTHER ANTICORRUPTION LAWS AND REGULATIONS**

- (a) SELLER shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the UK Bribery Act 2010 irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, in SELLER's country or any country where performance of this Contract will occur. Compliance with the requirements of this clause is a material requirement of this Contract.
- (b) In carrying out its responsibilities under this Contract, SELLER represents that:



Nothing in the foregoing is intended to prevent SELLER's employees being members of one of the Reserve Forces provided SELLER complies with clause 5(b)(iii).

(v) SELLER has not made and will not make, either directly or indirectly, any improper payments, including but not limited to facilitation payments, gratuities or kickbacks.

(vi) SELLER has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and ensure compliance with the Bribery Act. SELLER's program and procedures shall implement guidance published by the United Kingdom Ministry of Justice relative to compliance with the Bribery Act.

(vii) SELLER will promptly disclose to LOCKHEED MARTIN together with all pertinent facts any violation, or alleged violation, of the Bribery Act in connection with the performance of this Contract.

(c) SELLER shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.

## **6. CONTRACT DIRECTION**

(a) Only the LOCKHEED MARTIN Procurement Representative has authority on behalf of LOCKHEED MARTIN to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(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.

## **7. COUNTERFEIT WORK**

(a) The following definitions apply to this clause:

"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.
- (g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHEED MARTIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHEED MARTIN may have at law, equity or under other provisions of this Contract.
- (h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.
- (i) SELLER shall comply with DEFSTAN 05-135 Issue 1. In the event of any incompatibility or conflict the provisions of DEFSTAN 05-135 shall prevail over paragraphs (b) to (h) of this clause.

## **8. DATA PROTECTION ACT**

- (a) Data Controllers and Data Processor Identities. (1) SELLER shall (and shall procure that any of its personnel and its subcontractors involved in the performance of this Contract) comply with any notification requirements under the Data Protection Act 1998 ("Act") and both parties will duly observe all their obligations under the Act, which arise in connection with this Contract.
- (2) Notwithstanding the general obligation in paragraph (a)(1) of this Clause, where the Work requires SELLER to process Personal Data as a Data Processor for LOCKHEED MARTIN, SELLER shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- (i) Provide LOCKHEED MARTIN with such information as LOCKHEED MARTIN may reasonably require to satisfy itself that the SELLER is complying with its obligations under the Act;
- (ii) Promptly notify LOCKHEED MARTIN of any breach of the technical and contractual measures required to be put in place pursuant to paragraph (a)(2) of this clause; and
- (iii) Ensure it does not knowingly or negligently do or omit to do anything which places LOCKHEED MARTIN in breach of LOCKHEED MARTIN's obligations under the Data Protection Legislation.
- (3) The provisions of this Clause shall continue to apply after the expiry or termination of this Contract.





change in the service implementation has occurred. SELLER shall at no cost to LOCKHEED MARTIN implement any remediation actions identified by the audits in an agreed time plan.

## **9. DEFAULT**

(a) In the event that SELLER: (1) becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver appointed over any of its assets or commences to be wound-up (not being a member's voluntary winding up for the purpose of amalgamation or reconstruction); or (2) fails to perform or observe any of the conditions of this Contract and fails to remedy the same within ten (10) days after receipt of notice from LOCKHEED MARTIN requiring the same to be remedied, then LOCKHEED MARTIN may by written notice to SELLER forthwith terminate this Contract or any specified





(7) Section 6 of the Health and Safety at Work etc. Act 1974.

(b) Notwithstanding any other provision of this Contract, SELLER warrants and undertakes to LOCKHEED MARTIN that:

(1) All Work furnished under this Contract shall at all times comply with Environmental and Health and Safety Law;

(2) All Work furnished under this shall be marked with a CE Marking where applicable;

(3) It shall not supply or use any asbestos or materials or equipment containing asbestos in the provision of Work;

(4) It shall not supply or use any products or materials containing Chlorofluorocarbons (CFCs) in the provision of Work without the prior written approval (entirely at its discretion) of LOCKHEED MARTIN;

(5) It shall not specify, or permit use of, in Work, any materials or components containing such retardants, including but not limited to Polybrominated Biphenyls (PBBs) and Polybrominated Biphenyl Ethers (PBEBs), also known as Polybrominated Biphenyl Oxides (PBBOs) and shall provide LOCKHEED MARTIN with certification of compliance as required or for the avoidance of doubt containing any other substance to the extent that it is or would reasonably be expected to be subject to any restriction or other limitation on its use under Environmental and Health and Safety Laws; and

(6) It shall not seek to or have any right to rely upon any derogation or exception that may apply to LOCKHEED MARTIN or its customer by virtue of the identity of its ultimate customer in complying with Environmental and Health and Safety Law or any other law applicable to the Work.

(c) If the Work or any portion thereof is to be shipped to or performed in the United States:

(1) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to LOCKHEED MARTIN hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the US Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(2) SELLER shall provide to LOCKHEED MARTIN with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the US Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its State approved counterpart.

(d) In addition to its obligations to provide a Safety Date Sheet (SDS) in accordance with Environmental and Health and Safety Law, for all Work to be supplied under the Contract, (including for finished or semi-finished articles, any replaceable part of such articles), SELLER shall provide a declaration in relation to:

(1) Any substance in an individual concentration in the Work (or replaceable part) of at least 0.1% weight by weight (w/w) that is persistent, bioaccumulative and toxic (PBT) or very persistent and very bioaccumulative (vPvB) as defined in Annex XIII of REACH or that is on the REACH 'Candidate List' of substances of very high concern;

(2) Any other substance posing human health or environmental hazards in an individual concentration in the Work (or replaceable part) of at least 0.2% weight by weight (w/w); and

(3) Any other substance for which there are Europe-wide or UK specific workplace exposure limits.

(e) Any declaration made in accordance with paragraph (d) of this clause shall state each substance by name and Chemical Abstracts Service No (or CASN) and the w/w content within the Work (or replacement part) and shall provide





safe usage information. The SDS shall be provided in accordance with the requirements for the compilation of SDSs set out in Annex II to REACH.

(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.

#### **14. EXPORT CONTROL**

(a) SELLER shall comply with all applicable United Kingdom, European Union (EU), U.S. -1.1ted KnippnT(c)-8.1(ab4(ov)-8(i)3.9j9(







## 20. 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.

## 21. INFORMATION OF SELLER

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

## 22. INSPECTION, ACCEPTANCE AND TEST

(a) LOCKHEED MARTIN and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. LOCKHEED MARTIN's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, LOCKHEED MARTIN may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of LOCKHEED MARTIN necessary to enable such Work to comply in all respects with Contract requirements.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

(e) Unless this Contract expressly provides otherwise, title to 12.169.554 Td 4-6.3(i)3.29.01re le to4(ej)-8.(i)3.2()-6.3( ac)l E1( w)





United Kingdom or any foreign country. SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates .1( an)-[300Tj -0.00.6( -12.2(Th-6.3



## **28. PACKING AND SHIPMENT**

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified, delivery shall be Delivery Duty Paid (INCOTERMS 2010 DDP) to the destination identified in this Contract.

## **29. PAYMENTS, TAXES, AND DUTIES**

- (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) LOCKHEED MARTIN's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work.
- (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 found by SELLER.
- (c) LOCKHEED MARTIN shall have a right to recoup or setoff, as the case may be, 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 shall be in pounds Sterling and firm i.e., not subject to variation for any reason whatsoever and include all royalties, licences and taxes (other than United Kingdom Value Added Tax and Customs Duty) which may be payable. The prices also include any cost of embodiment, packaging, handling and cost of compliance with all conditions of the Contract, unless otherwise stated elsewhere herein.

## **30. PRECEDENCE**

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) this CorpDoc; and (3) the Statement of Work.

## **31. QUALITY MANAGEMENT SYSTEM AND PLANS**

- (a) SELLER shall provide a plan and maintain a quality management system to an industry recognised Quality Standard and in compliance with any other specific quality requirements identified in this Contract. As a minimum this should meet the requirements of ISO 9001: 2008.
- (b) In the event that the SELLER is providing Work for aerospace the SELLER's quality management system shall be fully compliant with the requirements of the Aerospace standard AS 9100 C & ISO 9001:2008.
- (c) All quality records produced by the SELLER shall be kept complete and access available to LOCKHEED MARTIN and its Customer for seven (7) years from the date final payment is received by SELLER.



(d) This Contract may be subject to quality assurance surveillance at SELLER'S facility on behalf of the Authority. SELLER shall provide any assistance needed by the quality assurance representative of the Authority to enable conduct of such QA surveillance. Where work is to be undertaken outside of the UK as the result of the Contract or lower tier subcontract(s)/order(s), the Authority's QA surveillance may be conducted directly by the Authority or requested from the National Quality Assurance Assessor (QAA) in the relevant countries in accordance with STANAG 4107, and/or relevant Memoranda of Understanding (MOUs) agreed between the governments concerned, or other agreed arrangements. The Authority or National QAA shall be entitled to undertake QA surveillance on behalf of the Authority at the SELLER'S or lower tier subcontractors' premises.

### **32. RELEASE OF INFORMATION**





### **37. SURVIVABILITY**

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following clauses:

- Applicable Laws
- Counterfeit Work
- DEFCONS (those provisions which by their terms should survive.)
- Electronic Contracting
- Export Control
- Indemnity
- Information Assurance
- Intellectual Property
- Release of Information
- Retention of Records
- Rights of Third Parties
- Use of Free, Libre and Open Source Software (FLOSS)/Harmful Code
- Warranty

### **38. TERMINATION FOR CONVENIENCE**

(a) LOCKHEED MARTIN may terminate part or all of this Contract for its convenience by giving written notice to SELLER.





## 42. 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 and shall be fit for purpose and of satisfactory quality. This warranty shall begin upon final acceptance 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 repro cure the non-conforming Work. (b) (2), (b) (3), (b) (4), (b) (5), (b) (6), (b) (7), (b) (8), (b) (9), (b) (10), (b) (11), (b) (12), (b) (13), (b) (14), (b) (15), (b) (16), (b) (17), (b) (18), (b) (19), (b) (20), (b) (21), (b) (22), (b) (23), (b) (24), (b) (25), (b) (26), (b) (27), (b) (28), (b) (29), (b) (30), (b) (31), (b) (32), (b) (33), (b) (34), (b) (35), (b) (36), (b) (37), (b) (38), (b) (39), (b) (40), (b) (41), (b) (42), (b) (43), (b) (44), (b) (45), (b) (46), (b) (47), (b) (48), (b) (49), (b) (50), (b) (51), (b) (52), (b) (53), (b) (54), (b) (55), (b) (56), (b) (57), (b) (58), (b) (59), (b) (60), (b) (61), (b) (62), (b) (63), (b) (64), (b) (65), (b) (66), (b) (67), (b) (68), (b) (69), (b) (70), (b) (71), (b) (72), (b) (73), (b) (74), (b) (75), (b) (76), (b) (77), (b) (78), (b) (79), (b) (80), (b) (81), (b) (82), (b) (83), (b) (84), (b) (85), (b) (86), (b) (87), (b) (88), (b) (89), (b) (90), (b) (91), (b) (92), (b) (93), (b) (94), (b) (95), (b) (96), (b) (97), (b) (98), (b) (99), (b) (100).





#### D. DEFCON FLOWDOWN CLAUSES INCORPORATED BY REFERENCE

##### 1. The following DEFCON clauses are incorporated into this Contract:

DEFCON 23 Special Jigs, Tooling And Test Equipment (Edn 08/09) (Applies if special jigs, tooling and/or test equipment are acquired under the Contract. Communications between SELLER and the Authority under this clause shall be made

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DEFCON 695 Interim Summary Cost Statement – Post Costing (Edn 02/15) (Applies if this Contract exceeds £5,000,000. Only the Appendix to this DEFCON is incorporated into this Contract. "Subcontractor" means SELLER.)

DEFCON 802 QDC: Open Book on Sub-contracts that are not Qualifying Sub-contracts (Edn 12/14) (Applies if this Contract is a Material Single Source Sub-contract (Non-Qualifying). The UK procurement regulations make no distinction with respect to flowdown of provisions in subcontracts for commercial items. Accordingly, the guidance above applies if commercial items are being supplied.)

DEFCON 804 QDC: Confidentiality of Single Source Contract Regulations Information (Edn 03/15) (Applies if this Contract is a Qualifying Sub-contract for the purpose of the Defence Reform Act 2012 and the Single Source Contract Regulations. Only the Appendix to this DEFCON applies. "As used therein, "Contractor" means "Lockheed Martin" and "sub-contractor" means "Seller." "Sub-contract" means this Contract except in paragraph 8 where it means "lower tier sub-contract.")

DEFCON 811 Single Source: Profit and Loss Sharing on Firm / Fixed Price Contracts (Edn 12/14) (Applies if this Contract is a Material Single Source Sub-contract (Non-Qualifying). Only the Appendix to this DEFCON applies. "As used therein, "Contractor" means "Lockheed Martin" and "sub-contractor" means "Seller." "Sub-contract" means this Contract except in

