



**LOCKHEED MARTIN CORPORATION**

**CORPDOC 4INT**

**GENERAL PROVISIONS FOR INTERNATIONAL COST REIMBURSEMENT SUBCONTRACTS/PURCHASE ORDERS  
FOR NON-COMMERCIAL PRODUCTS AND/OR SERVICES UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL  
AGENCIES)**

**1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS**



SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

(c)(1) If: (i) LOCKHEED MARTIN's contract cost or fee is reduced; (ii) LOCKHEED MARTIN's costs are determined to be unallowable; (iii) any fins 2(O)9.3(rf, )-3.4(r3(an)16(y)-3lt ET Q ies1(s)11,4(i) 2(O)-1.3(in)3. i1(s)11.9e)2.4(r, )-3.4(r)es1





(2) SELLER shall notify LOCKHEED MARTIN if it becomes aware that any owner, partner, officer, director or employee of SELLER or of any parent or subsidiary company of SELLER is or becomes an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract.





(a) SELLER shall comply with all applicable U.S. and non-U.S. 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 Reform Act of 2018, 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 Regulation (EU) 2021/821 (as amended) and the U.K. control on exports in the Export Control Act 2002, Export Control Order 2008 (as amended) and the Retained Dual-Use Regulation (collectively, “Trade Control Laws”). Without limiting the foregoing, SELLER shall not transfer any LOCKHEED MARTIN provided export controlled item or data (or items and data developed from such items/data), including transfers to dual/third country nationals employed by or associated with, or under contract to SELLER or SELLER’s lower tier suppliers, unless authorized in advance by an export authorization (e.g. Technical Assistance Agreement (TAA) or Manufacturing Licensing Agreement (MLA), export license, license exception, or license exemption (collectively, “Export Authorization”), as required.





(4) SELLER shall not provide LOCKHEED MARTIN ITAR Controlled Technical Data to a lower-tier Supplier until after items (1) and (2) above have been completed; and

(5) LOCKHEED MARTIN ITAR Controlled Technical Data can be provided to SELLER's lower-tier Supplier's employees within the territory of the authorized country(ies) only; and

(6) Third country and dual country national employees of SELLER's authorized lower-tier Suppliers are not authorized to receive LOCKHEED MARTIN ITAR Controlled Technical Data without separate authorization and approval by LOCKHEED MARTIN and the U.S. Government.

**(i) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, directors, employees, consultants, agents, affiliates, successors permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.**

#### **14. EXTRAS**

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

## 17. GRATUITIES/KICKBACKS

(a) SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LOCKHEED MARTIN supplier.

(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

## 18. IMPORTER OF RECORD

(This clause applies only if this Contract involves importation of Work into the United States.)

(a) SELLER understands that the Work may be, either now or in the future, subject to one or more trade remedy proceedings (e.g., anti-dumping, countervailing duty, safeguard) in the United States, which may result in the imposition of additional duties or other charges or quantitative restrictions on the imported goods. If any such proceedings are initiated, SELLER shall, at LOCKHEED MARTIN's request, cooperate fully with LOCKHEED MARTIN and with requests for 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) covering the Work, so long as the Work is (1) sold before the date of publication of the official government notice that imposes additional duties or other charges (i.e., the "antidumping duty order"); and (2) exported before the date of publication of the final determination of the Department of Commerce concluding the investigation phase of the 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:

**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 from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at**



its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable







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.

**39. TIMELY PERFORMANCE**

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(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 Contract shall not be reimbursed by LOCKHEED MARTIN unless such travel is expressly authorized in writing in advance by LOCKHEED MARTIN's Procurement Representative.

(b) When travel is authorized under this Contract, SELLER shall be reimbursed for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they (1) do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized 3.6( )JTJ ET Q q BT 0 g /F3 11.03 T(1.8(t6dt3.2(')-22(ip)2.9(p)3.7(in)3(g))er die

that the United States has entered into a C-TPAT mutual recognition agreement, agreement, or (3) otherwise approved by LOCKHEED MARTIN.

(c) In addition to other requirements of this Contract, SELLER shall ensure the physical integrity and security of all shipments under this Contract against the introduction of harmful or dangerous materials, drugs, contraband, weapons, or weapons of mass destruction or introduction of unauthorized persons in transportation conveyances and/or containers. Such measures shall include, but are not limited to: physical security of SELLER's manufacturing, packing, shipping, and storage; restriction of access of unauthorized persons to such areas; screening of personnel involved in any related supply chain activities to the maximum limits of applicable laws and regulations; and development, implementation, and maintenance of procedures to protect the physical integrity and security of all shipments.

(d) Upon request, SELLER shall provide to LOCKHEED MARTIN, reasonable evidence of compliance with this clause.

**43. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE**

(a) This clause applies only to technical data or computer software delivered by SELLER to LOCKHEED MARTIN under this Contract.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other applicable U.S.

