



**LOCKHEED MARTIN CORPORATION**

**CORPDOC 3EDU**

**GENERAL PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS PLACED WITH A COLLEGE, UNIVERSITY OR OTHER EDUCATIONAL INSTITUTION FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES)**

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

(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.

(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.

not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on LOCKHEED MARTIN's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or



pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result, (A) LOCKHEED MARTIN's contract price or fee is reduced; (B) LOCKHEED MARTIN's costs are determined to be unallowable; (C) any fines, penalties, withholdings, or interest are assessed on LOCKHEED MARTIN; or (D) LOCKHEED MARTIN incurs any other costs or damages; LOCKHEED MARTIN may proceed as provided for in (4) below.

**(4) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (2) and (3) above, LOCKHEED MARTIN may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), LOCKHEED MARTIN may withhold the same amount from SELLER under this contract.**

(c) 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 Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(d) 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.

### **3. ASSIGNMENT**

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written approval of the Env and regulator on 1/22/14







## 10. 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.

## 11. FOREIGN SOURCES/FOREIGN PERSONS

(a) SELLER acknowledges that equipment, technical data or other materials generated or delivered in performance of this Contract may be controlled by applicable Trade Control Laws and may require an Export Authorization prior to transfer or release to a foreign person, as defined under the relevant Trade Control Laws ("Foreign Persons") or assigning any Foreign Person to perform Work under this Contract. Access to equipment, technical data or other materials generated or delivered in performance of this Contract shall not be granted to any Foreign Person unless LOCKHEED MARTIN has approved same in writing.

(b) SELLER shall notify LOC(es)/kE9((es)-)2(nc)6(e)95 -0.002 ¶ Tw ()1( /MCID 0 BDC /TT2 1 Tf-OL)-6(E)-1m3(i)3(o)(es)hey(e)9(np0 Tc 0 Tr)5(e)9



### 13. GRATUITIES/KICKBACKS

(a) SELLER shall not offer or give a kickback or gr



## 17. INTELLECTUAL PROPERTY

(a) All intellectual property, including but not limited to inventions, improvements, data and computer software, developed in



LOCKHEED MARTIN will reasonably assist SELLER in responding to any such potential infringement and/or misappropriation, including but not limited to assisting in a defense of any legal actions arising from such potential infringement and/or misappropriation at SELLER's expense.

(e) LOCKHEED MARTIN and SELLER agree to cooperate with each other in executing applications, assignments, license agreements and other papers that may be necessary to establish and protect such intellectual property rights developed hereunder. SELLER shall provide a source code copy, together with all relevant documentativivto(i)-(ucu9(t)n)-6(-90(i)-(v)2(i)--7(uh9(t)-6(g(l)-4(r)-4(i0(p)5(o)2(peend and o LOM







## 27. SEVERABILITY

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.

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### 34. 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 reprocur the non-conforming Work at SELLER's expense. All warranties shall run to LOCKHEED MARTIN and its customers.