

LOCKHEED MARTIN – UNITED KINGDOM

CORPDOC 21UK

SUBCONTRACTS/PURCHASE ORDERS IN SUPPORT OF UNITED KINGDOM

MINISTRY OF DEFENCE (MOD) PRIME CONTRACTS

SECTION I: STANDARD PROVISIONS

**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 rejected by LOCKHEED MARTIN and have no effect.

(d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

**2. APPLICABLE LAWS**

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of England. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract.

(b) SELLER, in the performance of this Contract, shall comply at all times with all applicable laws including without limitation common law, statute, regulation, directive, rule, order or delegated legislation of any other requirement of any local state or European Union (EU) body, in relation to the Work. SELLER shall at its own expense procure all licences consents, registrations and permits necessary to perform this Contract and furnish the Work and shall ensure that all such permissions are valid and subsisting and that all conditions (whether express or implied) are at all times complied with.

**3. ASSIGNMENT/SUBCONTRACTS**

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be ~~with~~ 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



(b) Upon termination, and with respect to that part of this Contract terminated: (1) no further sums shall become due to SELLER save in respect to Work delivered and accepted prior to termination, payment for which shall be postponed at LOCKHEED MARTIN's election, until such time as LOCKHEED MARTIN's claims against SELLER under this Contract shall have been finally established and quantified, and (2) LOCKHEED MARTIN shall be entitled to procure from any alternative source the supply of Work in replacement of Work not delivered prior to the termination. Any additional costs incurred by LOCKHEED MARTIN in finding and arranging such alternative source shall be sums due and owing by SELLER to LOCKHEED MARTIN.

(c) The provisions of this clause shall be without prejudice to any other remedy LOCKHEED MARTIN may have under this Contract or any applicable law.

## **10. DEFINITIONS**

(a) The following terms shall have the meanings set forth below:

(1) "the Authority" means the Secretary of State for Defence.

(2) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract" "Task Order", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

(3) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION, acting through its companies or business units, as identified on the face of this Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CORPORATION is identified on the face of this Contract, then "LOCKHEED MARTIN" means that subsidiary or affiliate.

(4) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognisant procurement organisation to administer and/or execute this Contract.

(5) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

(6) "Task Order" means a separate order issued under this Contract.

(7) "Work" means all required labour, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

(b) In this Contract:

(1) The singular shall include the plural and vice versa, the words " include" and " including" shall be construed without limitation and the headings of clauses are for convenience and shall not affect the interpretation of the Contract; and

(2) References to any statute or statutory provision include references to that statute or statutory provision as amended, consolidated or replaced from time to time.

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(PBBOs)

export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Agreement's List of Dual Use Goods and Technologies or other applicable export control list) and will notify the LOCKHEED MARTIN Procurement Representative in other





MARTIN provided information for any purpose except to perform this

## 22. INSURANCE/ENTRY ON LOCKHEED MARTIN PROPERTY

(a) In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of LOCKHEED MARTIN or its customers for any reason in connection with this Contract, then SELLER and its subcontractors shall procure and maintain for the performance of this Contract employers liability in the amount of £10 million per occurrence, public/products liability in the amount of £5 million per occurrence, professional indemnity (as applicable) in the amount of £5 million per claim, such other insurance that is required by law, and such other insurance as LOCKHEED MARTIN may require. SELLER shall provide LOCKHEED MARTIN thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to procure and maintain the required insurance. If requested, SELLER shall send a "Certificate of Insurance" showing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory

(c) SELLER warrants that the Work performed or delivered under this Contract and the use



### 32. RETENTION OF RECORDS

Unless a longer period is specified in

Use of Free, Libre and Open Source Software (FLOSS)/Harmful Code  
Warranty

**37. 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







DEFCON 117 Supply of Documentation for NATO Codification and Defence Inventory Purposes (Edn 10/13) (Communications between SELLER and the Authority under this clause shall be made through LOCKHEED MARTIN.)

DEFCON 127 Price Fixing Condition For Contracts Of Lesser Value (Edn 10/04) (Applies if the contract exceeds £75,000 and the Contract is awarded by other than competitive tender. "Authority" means "LOCKHEED MARTIN" except in paragraph 5 where it means "Authority and LOCKHEED MARTIN.")

DEFCON 129 Packaging (For Articles Other than Munitions) (Edn 10/13) (Applicable if SELLER will make direct shipments to the Authority.)

DEFCON 513 Value Added Tax (Edn 06/10)

DEFCON 516 Equality (Edn 04/12)

DEFCON 520 Corrupt Gifts And Payments Of Commission (Edn 07/11) (In paragraph 4 delete "DEFCON 614" and replace with "the clause entitled "Default" of the Contract.")

DEFCON 521 Subcontracting To Supported Employment Enterprises

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DEFCON 643 Price Fixing (Edn 07/04) (Applies if this

**(a) For Research and Technology Contracts.**

DEFCON 703 Intellectual Property Rights – Vesting in the Authority (Edn 08/13) (Applicable to fully funded Contracts where the UK Ministry of Defence requires ownership of the rights in the results to be vested in the Secretary of State for Defence.)

DEFCON 705 Intellectual Property Rights – Research And Technology (Edn 11/02) (Applicable if SELLER will be performing fully funded Research and Technology Work under the Contract.)

**(b) For Contracts for the design and development of, or the provision of post design services in relation to, equipment and/or software.**

DEFCON 14 Inventions And Designs – Crown Rights And Ownership Of Patents and Registered Designs (Edn 11/05) (Applies if this Contract is for research, design or development.)

DEFCON 15 Design Rights and Rights to Use Design Information (Edn 02/98)

DEFCON 16 Repair And Maintenance Information (Edn 10/04) (Applies if this Contract requires SELLER to provide operating manuals, repair and maintenance manuals or other standard repair and maintenance documentation.)

DEFCON 21 Retention of Records (Edn 02/98). (Applies to all Contracts that include DEFCON 15 or DEFCON 16.)

DEFCON 90 Copyright (Edn 11/06) (Applies to all copyright works generated under this Contract except those the subject of DEFCONs 15 Repair