**Seller Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into in duplicate this \_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, by and between Lockheed Martin Corporation, acting through and on behalf of its division, Lockheed Martin Aeronautics Company (hereinafter referred to as "Buyer"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (hereinafter referred to as "Seller").

**W I T N E S S E T H:**

**WHEREAS,** Buyer contemplates potential future procurement of goods, supplies, or items as it may desire to make directly or indirectly from Seller according to certain specifications and standards established by Buyer; and

**WHEREAS,** said specifications and standards contain information, knowledge or data that is proprietary to Buyer; and

**WHEREAS**, Buyer is willing to make available to Seller said specifications and standards solely for the use of Seller in manufacturing goods, supplies or items that may be ordered directly or indirectly by Buyer; and

 **WHEREAS**, Seller desires to continue or establish its status as a supplier of goods, supplies, or items to Buyer; and

 **WHEREAS**, Seller is willing to receive said specifications and standards subject to the limitations on use thereof stated herein;

**NOW, THEREFORE**, in consideration of the promises and of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Buyer may disclose and furnish to Seller Buyer's Process Specifications, access to the Engineering Materials and Approved Products (EMAP) website and the applicable Design Support Database-Parts (F-22 and Core Marietta Programs) data together with pertinent information, data, and designs relating thereto which Buyer has heretofore developed or caused to be developed or otherwise acquired, collectively referred to herein as "Data" for use by Seller in the manufacture of requirements of Buyer, with the mutual understanding that, to the extent that such Data are clearly marked as "Proprietary" or the equivalent, none of such Data shall be disclosed by Seller to others nor used for the benefit of anyone other than Buyer without the advance written consent of Buyer unless the same (1) are or become within the public knowledge through no wrongful act of Seller, or (2) are legally obtainable from other sources without restriction or (3) were in the possession of Seller prior to the first disclosure of such to Seller on behalf of Buyer, or (4) were independently developed by Seller without breach of this Agreement. The confidentiality obligation under this Paragraph 1, shall cease upon termination of procurement by Buyer directly or indirectly from Seller and the return of all copies of such Data by Seller to Buyer or a certified statement by Seller to Buyer that all copies of such Data have been destroyed.
2. The Buyer may furnish the Seller revisions or access to Process Specifications and the Preferred Parts Handbook, and Seller agrees to promptly insert such revisions in the appropriate document and destroy those pages which have been superseded, or canceled.
3. Subject to the exceptions of Paragraph 1, Seller agrees to maintain in strict confidence and trust all said Data and shall promptly return to buyer all said Data when requested. It is understood that such Data may also include, but not be limited to, business matters, methods, processes, designs and devices used, worked on or developed, manufactured, or under consideration for use, development or manufacture by Buyer. Seller further agrees that unless specific written consent is given by Buyer, it will not disclose or in any way make known to any person, firm or corporation any such Data other than such person, firm or corporation employed or retained by Seller for work under contract directly or indirectly with Buyer and subject to Paragraph 4., below.
4. Seller agrees that any and all persons or firms whom it may employ or whose services it may retain in conjunction with its manufacture and supply of Buyer's requirements set forth in purchase orders received directly or indirectly from Buyer shall be subject by a written agreement to the same conditions as are applicable to Seller under the preceding paragraphs.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above set forth.

**SELLER**

COMPANY NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                       SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                       TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                        DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_