



**GENERAL PROVISIONS—CONTRACT LABOR SERVICES,
MANPOWER STATEMENTS OF WORK, AND ITA'S**

Contents

- 1. **APPLICABLE LAWS**
- 2. **ASSIGNMENT**
- 3. **DEFAULT**
- 4. **DEFINITIONS**
- 5. **DISPUTES**
- 6. **EMPLOYMENT OFFERS**
- 7. **EXAMINATION OF RECORDS**
- 8. **LEGAL ACTION AND INTEREST**
- 9. **LIABILITY**
- 10. **LIMITS OF CONTRACT**
- 11. **NON-EMPLOYEE/INDEPENDENT CONTRACTOR RELATIONSHIP**
- 12. **MILITARY SECURITY REQUIREMENTS**
- 13. **PRICE WARRANTY**
- 14. **PROPRIETARY DATA AND PATENTS**
- 15. **TERMINATION FOR CONVENIENCE OF LOCKHEED MARTIN**

1. APPLICABLE LAWS

This Contract shall be governed by, subject to, and construed according to the laws of the State of Colorado. The CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations. Contractor shall be responsible for compliance with all requirements and obligations relating to such employees under all local, state, and federal statutes, ordinances, rules and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employee's liability insurance; workers compensation; veteran's rights; and all other employment, labor or benefits related laws. The CONTRACTOR consents to the jurisdiction and venue of the courts of the State of Colorado with respect to any legal action commenced therein.

2. ASSIGNMENT

Neither this Contract nor any claim arising hereunder shall be transferred or assigned by the CONTRACTOR without the prior written consent of LOCKHEED MARTIN, and any attempted such assignment without consent shall be void.

3. DEFAULT

LOCKHEED MARTIN may terminate this Contract upon the material breach by the CONTRACTOR of any provision hereunder. Upon the occurrence of a default, the CONTRACTOR shall pay all costs, damages, claims, expenses, fines and penalties arising from or caused by such default, whether such damages are direct or indirect, incidental or consequential, including but not limited to all of LOCKHEED MARTIN's court costs and attorneys' fees.

This contract shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in, or any part of the fee or expenses payable under this contract is used for an illegal purpose.

4. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- (a) "LOCKHEED MARTIN" means Lockheed Martin Corporation acting through its duly authorized Subcontract Representative.
- (b) "Government" means the United States Government or any department or agency thereof.
- (c) "Prime Contract" means a Contract (identified by a Government contract number in the Schedule of this Contract) between LOCKHEED MARTIN and the Government, which this Contract is entered into to support.

(d) "Contracting Officer" means any officer or civilian employee of the Government who is properly designated and duly authorized to act as a Contracting Officer for the Prime Contract under which this Contract is made. The term includes the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "CONTRACTOR" means the individual, partnership, corporation, or association contracting to perform the work hereunder, including all employees of the CONTRACTOR .

5. DISPUTES

In the event that any dispute arising under or relating to this Contract cannot be resolved by settlement between the parties, either party may litigate any such dispute in any court of competent jurisdiction. Pending resolution of any such dispute by settlement or by final judgment, the CONTRACTOR shall proceed diligently with performance of this Contract, and shall comply with LOCKHEED MARTIN's written instructions.

6. EMPLOYMENT OFFERS

CONTRACTOR shall not itself, nor through its agents or representatives, make any offers of employment to employees of LOCKHEED MARTIN during the period of performance of the Contract. CONTRACTOR shall, if approached by an employee of LOCKHEED MARTIN regarding possible employment of the CONTRACTOR, report any such incident to the LOCKHEED MARTIN Subcontract Representative designated herein.

7. EXAMINATION OF RECORDS

(a) The CONTRACTOR agrees that its books and records, including personnel records, or such parts thereof as may be engaged in the performance of this Contract, shall at all reasonable times until three (3) years after final payment hereunder be subject to inspection and audit by any authorized representative of LOCKHEED MARTIN and/or the U.S. Government.

(b) The CONTRACTOR agrees to submit upon the request of LOCKHEED MARTIN's Subcontract Representative a Release of Claims upon final payment under the Contract.

8. LEGAL ACTION AND INTEREST

In the event that LOCKHEED MARTIN brings any law suit or other legal proceeding to enforce its rights against the CONTRACTOR under this Contract or defends any action brought by the CONTRACTOR against it, and prevails in such action or defense, the CONTRACTOR shall pay all court costs and reasonable attorneys' fees incurred by LOCKHEED MARTIN in such action or defense. In addition, whether or not litigation is commenced, the CONTRACTOR shall pay simple interest at the rate of twelve (12) percent per annum on any sum due to LOCKHEED MARTIN from the date due until paid, unless paid within thirty (30) days of becoming due.

9. LIABILITY

(a) The CONTRACTOR agrees to indemnify and hold LOCKHEED MARTIN and its customers harmless from all costs, claims, expenses, damages and liability caused or incurred by the CONTRACTOR arising out of, or in connection with the performance of this Contract.