

Future Submarine Program - Combat System Integrator

LMA-RFQ-SUP-FSP-CSI-002377_ATTA

GENERAL PROVISIONS FOR CONTRACT

GENERAL PROVISIONS FOR COMMERCIAL SUBCONTRACTS / PURCHASE ORDERS

It is agreed by LOCKHEED MARTIN AUSTRALIA PTY LIMITED and the CONTRACTOR that the CONTRACTOR shall supply and LOCKHEED MARTIN AUSTRALIA PTY LIMITED shall acquire the Services on the following terms and conditions.

Definitions and Interpretation

1. In this Contract, unless the context requires otherwise:

“Acceptance” means signature, by the LMA Representative, of a Supplies Acceptance Certificate in accordance with clause 8 of the Special Conditions; and “Accept”, or “Accepted” has a corresponding meaning.

“Approval” means the act of the LMA Representative approving a particular claim, proposal or course of action as a basis for further work, under the Contract. Approval does not constitute Acceptance; and “Approve” and “Approved” have a corresponding meaning.

“Authorisation” means a licence, accreditation, permit, registration, regulatory approval, export approval or other documented authority (however described), required by law and necessary for the delivery of the Services or work to be performed under the Contract.

“Background IP” means Intellectual Property, other than Third Party IP, that:

- a. is in existence at the Effective Date specified in the Schedule or is subsequently brought into existence other than as a result of the performance of the Contract; and
- b. is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

“Business Day” means a day other than a Saturday, Sunday or public holiday in the Relevant Jurisdiction;

“the Commonwealth” (CoA) means the Commonwealth of Australia as represented by the Department of Defence;

“Confidential Information” means the terms of this Contract and any information disclosed by one party to the other party under this Contract, whether in writing, orally, visually, in the form of samples, computer software, regardless of media, models or otherwise provided that such written information is clearly and conspicuously marked as Confidential Information or Proprietary Information and that such oral, visual or other non-written information is designated as Confidential Information at the time of disclosure. Confidential Information excludes any information:

- a. that a party can show was already known to, in the rightful possession of or independently developed by that Party in good faith and free of any obligation of confidence;
- b. that a party can show is in the public domain otherwise than by a breach of this Contract or other obligation of confidence; or
- c. is received by a party from an independent third party who is lawfully in possession and has the power and authority to disclose the information;

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“Contract Change Proposal or CCP” means a proposal in the format required by and submitted in accordance with clause 14 of these Special Conditions.

“Contract” means the Purchase Order, these terms and conditions and any special conditions to these terms and conditions;

“CONTRACTOR” means the party named in Item Item 2 of the Schedule, and listed as ‘Contractor’, ‘Supplier, or ‘Vendor’ on the Purchase Order;

“Contractor Personnel” means any officers, employees or agents of the Contractor.

“Copyright” means any existing or future copyright as defined under the Copyright Act 1968 (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future.

“Dispute Notice” has the meaning given in clause 24 of the Special Conditions;

“Effective Date or ED” means the date on which the Contract is signed by the parties, or if signed on separate days, the date of the last signature.

“Export Approval” means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the provision of the Services.

“Final Acceptance Certificate” means signature, by both the Contractor and LMA Representative in accordance with clause 8 of these Special Conditions, in a form to be agreed by the LMA Representative; and “Final Acceptance” has a corresponding meaning.

“Foreground IP” means IP which is created in the performance of the Contract or a Subcontract.

“Future Submarine” or “FSM” means the submarines to be acquired by the Australian Government for service in the Royal Australian Navy under the Future Submarine Program.

“Future Submarine Program” or “FSP” means the Commonwealth’s Future Submarine Program from time to time and includes all activities connected with that program.

“GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“GST Amount” means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate;

“Intellectual Property” or “IP” means all present and future rights conferred by law in or in relation to copyright; rights in relation to a Circuit Layout, patent, Registrable Design or Trade Mark (including service marks); or any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.

“LOCKHEED MARTIN” means the Lockheed Martin Australia Pty Limited entity listed as the ‘Buyer’ on the Purchase Order, and LOCKHEED MARTIN and LMA have the same meaning;

“LMA Representative” means the person/s nominated in Item Item 9 of the Schedule.

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“Milestone/s” means an event or series of events for which the Contractor is responsible as specified in accordance with Attachment B that is to be achieved to the satisfaction of the LMA Representative.

“Milestone Dates” means any key date specified in Attachment B, or as specifically notated in the CMS;

“Milestone Payment” means a payment of an amount set out in Attachment B in respect of a Milestone, made in accordance with clauses 5 – 8 of the General Provisions.

“Moral Right” has the meaning given in the Copyright Act 1968 (Cth).

“Purchase Order” means the purchase order issued by LOCKHEED MARTIN to CONTRACTOR for the Services;

“Related Body/Bodies Corporate” has the meaning as given by sections 9 and 50 of the Corporations Act 2001 (Cth).

“Relevant Jurisdiction” has the meaning given in the Purchase Order;

“Software” means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, but excludes Source Code.

“Source Code” means the expression of Software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software.

“Subcontractor” means any person that for the purposes of the Contract, furnishes Services directly to the Contractor or indirectly to the Contractor through another person and includes Subcontractors Approved by the LMA Representative; and “Subcontract” has a corresponding meaning; and

“Subcontractor Personnel” means any officers, employees or agents of any Subcontractor. “Services” means all required work, labour, articles, materials, supplies, goods and services constituting the subject matter of this Contract, and as further stipulated in: Attachment A (Statement of Work); any Annex to the Statement of Work; and in respect of any additional work, labour, articles, materials, supplies, goods and services incorporated further to a Work Order or Purchase Order issued by the LMA Representative in accordance with clauses 9 and 10 of the Special Conditions.

“Technical Data” means all technical or scientific data, know-how and information reduced to a material form (whether stored electronically or otherwise) produced, acquired or used by the Contractor in relation to the Services and includes all data, databases, manuals, handbooks, designs, standards, specifications, design documentation reports, writings, models, sketches, plans, drawings, calculations, training materials, Source Code, Software Design Data, simulations, notes, instructions, test results, Software and Software Updates and other items describing or providing information relating to the Services or their use or operation.

“Third Party IP” means the Intellectual Property owned by a party other than the parties to the Contract which is embodied in, attached to, or acquired for the use of, the Services.

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“Work Order” means any formal notification from LMA to the Contractor of an order for Services in accordance with clause 10 of these Special Conditions.

2. In the Contract, unless the contrary intention appears:
 - a. headings are for the purpose of convenient reference only and do not form part of the Contract;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to a person includes a body politic, body corporate or a partnership;
 - d. if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;
 - e. a reference to a law is a reference to any legislation of the Commonwealth, State or Territory, as amended from time to time, and includes a reference to any subordinate legislation;
 - f. a reference to a clause includes a reference to a subclause of that clause;
 - g. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract;
 - h. the word “includes” in any form is not a word of limitation;
 - i. a reference to one gender includes the other;
 - j. if the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day, the action shall be done no later than the end of the next Business Day;
 - k. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - l. a reference to a "dollar", "\$", "\$A" or "AUD" means the Australian dollar;
 - m. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date, or alternatively, a reference to another version of the document if agreed in writing between the parties; and
 - n. a provision stating that a party "may" agree or consent to something, approve or reject something, or take or decline to take an action, means that the party may exercise its discretion in deciding whether or not to do so, and may impose conditions on any such agreement, consent or approval.

Delivery

3. Unless otherwise specified, title to and risk in Services shall pass to LOCKHEED MARTIN upon Final Acceptance. If under this Contract any part of the milestone payments are payable before delivery, the ownership of all Services allocated for the Contract shall vest in LOCKHEED MARTIN when it is so allocated and the CONTRACTOR shall mark the Services accordingly but it shall be at the CONTRACTOR’s risk until Final Acceptance of such Services by LOCKHEED MARTIN.

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Time of Performance

4. The CONTRACTOR's timely performance is a critical element of this Contract.

Invoice and Payment

5. Unless otherwise specified, terms of payment shall be net thirty (30) calendar days from the latest of the following: (1) LOCKHEED MARTIN's receipt of the CONTRACTOR's proper invoice; (2) the scheduled delivery date for the Services; (3) actual delivery of the Services; or (4) final acceptance of the Services.
6. Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or the CONTRACTOR not to have been properly payable, and shall also be subject to reduction for overpayments. The CONTRACTOR shall promptly notify LOCKHEED MARTIN of any such overpayments found by the CONTRACTOR.
7. LOCKHEED MARTIN shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.
8. Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.

GST

9. For the purposes of this Contract, the following is applicable:
 - a. Terms defined in the GST Act have the same meaning when used in this clause, or in the definition of "GST Amount" unless expressly stated otherwise.
 - b. Unless expressly stated otherwise, any sum payable or amount used in the calculation of a sum payable under this Contract has been determined without regard to GST and must be increased, on account of any GST payable under this clause.
 - c. If any GST is payable on any taxable supply made under this Contract to the recipient by the supplier ("Supplier"), the recipient must pay the GST Amount to Supplier on the earlier of:
 - i. the time of making payment of any monetary consideration on which the GST is calculated; and
 - ii. the issue of an invoice relating to the taxable supply.
 - d. The recipient must pay the GST Amount in the same manner as making payment of any monetary consideration on which the GST is calculated. Supplier must provide as a precondition for payment by the recipient of the GST Amount, a tax invoice or a document that the Commissioner will treat as a tax invoice.
 - e. The amount recoverable on account of GST under this clause by Supplier will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause.
 - f. If either party is required to pay, reimburse or indemnify the other for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with this Contract, the amount must be reduced by the amount for which

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the other party (or representative member if this is not the other party) can claim an input tax credit, partial input tax credit, or other like offset.

Warranty and Fitness for Purpose

10. Warranty and Fitness for Purpose
 - a. The CONTRACTOR shall ensure and warrants that the Services provided under the Contract shall be fit for the purpose or purposes for which services of that kind would be reasonably expected to be applied by LOCKHEED MARTIN.
 - b. The CONTRACTOR warrants that it has the necessary expertise, experience, capacity and capability required to perform the Services in accordance with a standard of care, skill and diligence that would be exercised by a competent supplier of such services and that the Services shall conform with the requirements of the Contract.

11. Technical Data Warranty

The CONTRACTOR shall ensure and warrants that where applicable:

- a. the Technical Data required in relation to the Services or as required by the Statement of Work at Attachment A represents the full scope of Technical Data associated with the Contract;
- b. the Technical Data associated with the Services under this Contract shall enable LOCKHEED MARTIN and the Commonwealth, or another person on behalf of LOCKHEED MARTIN and the Commonwealth, to exercise its IP rights in pursuant to clause 19 of these General Provisions;

Stop Work

12. The CONTRACTOR shall stop work relating to the Services for up to thirty (30) calendar days in accordance with any written notice received from LOCKHEED MARTIN, or for such longer period of time as the parties may agree and shall take all reasonable steps to mitigate further minimise the incurrence of costs allocable to the Services or work during the period of Services or work stoppage.
13. Within such period, LOCKHEED MARTIN shall either terminate in accordance with the provisions of this Contract or continue the Services or work by written notice to the CONTRACTOR. In the event of a continuation, an equitable adjustment in accordance with the principles in clause 14 of the Special Conditions shall be made to the milestone payment schedule, or other provision(s) affected by the Services or work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) calendar days after date of notice to continue.

Intellectual Property

14. The CONTRACTOR warrants that the Services or work performed or delivered under this Contract and the use by LOCKHEED MARTIN or its customers of any such Services will not infringe or otherwise violate the IP rights of any third party in Australia or any foreign country.
15. The CONTRACTOR grants to LOCKHEED MARTIN, a licence (including the right to Sub-license to the Commonwealth) to use all Background IP that is owned by the CONTRACTOR in all current and future:
 - a. Technical Data

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- b. Software
 - c. Contract Material.
- delivered or required to be delivered under the Contractor, for Defence Purposes.
- 16. Ownership of all Foreground IP in all TD, Software and Contract Material created by the CONTRACTOR in the performance of the Contract vests on its creation in LOCKHEED MARTIN. Upon vesting, ownership of the Foreground IP is also extended to the Commonwealth.
 - 17. For any Foreground IP that vests in the Commonwealth, the Commonwealth has the exclusive right to apply for registration of that Foreground IP in all countries of the world.
 - 18. Tangible media storing all reports, memoranda or other materials in written form including machine readable form, prepared by the CONTRACTOR and furnished to LOCKHEED MARTIN pursuant to this Contract shall become the sole property of LOCKHEED MARTIN.
 - 19. Provision of Technical Data
 - a. The Contractor shall provide all Technical Data necessary for LMA the Commonwealth, to exercise their IP rights as defined in clauses 14 - 17 of the General Provisions, including to manufacture, use, maintain, modify and dispose of, the Services.
 - b. LMA or the Commonwealth, may provide Technical Data to a third party to enable LMA and the Commonwealth, to fully exercise their IP rights under this clause 19.
 - c. The Contractor shall ensure that all Technical Data delivered to LMA will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by LMA and the Commonwealth, in the exercising of Intellectual Property rights under clauses 14 - 17 of the General Provisions.
 - 20. Moral Rights
 - a. The Contractor represents and warrants that the use of the Services permitted by the Contract will not infringe the Moral Right of the officers, employees or agents of the Contractor or its Subcontractors.
 - b. The Contractor shall ensure that none of its officers, employees, agents, Subcontractors, or Subcontractors' officers, employees or agents, institute, maintain or support any claim or proceeding against LMA or the Commonwealth or any of their officers, employees or agents for infringement of any of their Moral Right.

Insurance

- 21. The CONTRACTOR must procure and maintain:
 - a. workers' compensation insurance in respect of the CONTRACTOR's officers, employees, agents and Subcontractors involved in the provision of the Services; and
 - b. such other insurances and on such terms and conditions as a prudent contractor, providing supplies and/or services similar to the Services, would procure and maintain.
- 22. The CONTRACTOR shall provide LOCKHEED MARTIN thirty (30) calendar days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of

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the CONTRACTOR's required insurance, provided however that such notice shall not relieve the CONTRACTOR of its obligations to maintain the required insurance. If requested, the CONTRACTOR shall provide LOCKHEED MARTIN with a "Certificate of Insurance" evidencing the CONTRACTOR'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 with any insurance which LOCKHEED MARTIN may carry.

Confidential Information

23. Each party shall ensure that Confidential Information provided by the other party is not disclosed, except to the extent the disclosure is:
- required or authorised by law, or by court order;
 - required to be made due to statutory or portfolio duties, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister;
 - to a professional adviser, insurer, financier or auditor of a party, to the extent required to enable them to perform their roles;
 - to a Related Bodies Corporate for internal management purposes;
 - permitted by another clause of the Contract;
 - necessary for the conduct of any legal proceedings arising in relation to the Contract; or
 - to LOCKHEED MARTIN Personnel, Contractor Personnel or the Commonwealth who have a need to know for the purposes of the Contract;
- unless the other party has provided its prior written consent to the disclosure.
24. The CONTRACTOR shall not, in marking information supplied to LOCKHEED MARTIN, misuse the term 'Confidential Information' or equivalent terms. The marking of information as Confidential Information (or by use of any other similar term) is not determinative as to whether the information is Confidential Information for the purposes of the Contract.
25. The CONTRACTOR shall deliver to LOCKHEED MARTIN, as required by LOCKHEED MARTIN, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of LOCKHEED MARTIN on the earlier of:
- request by LOCKHEED MARTIN; or
 - the time the documents and other material are no longer required for the purposes of the Contract.
26. If LOCKHEED MARTIN makes a demand under clause 25 of these General Provisions and the CONTRACTOR has placed or is aware that documents containing the Confidential Information are beyond its possession or control, then the CONTRACTOR shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

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27. The CONTRACTOR, when directed by LOCKHEED MARTIN in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information.
28. Except to the extent required by law, the CONTRACTOR (or any Subcontractor of the CONTRACTOR) shall not make any public release or confirmation or denial of same with respect to this Contract or the subject matter hereof without the prior written approval of LOCKHEED MARTIN. The CONTRACTOR shall not use "Lockheed Martin", "Lockheed Martin Australia", "Lockheed Martin Corporation" or any other trademark or logo owned by LOCKHEED MARTIN or Lockheed Martin Corporation, in whatever shape or form, without the prior written approval of LOCKHEED MARTIN.
29. Return or destruction of the documents referred to in clauses 23 - 29 of these General Provisions does not release the CONTRACTOR from its obligations under the Contract.

Access to Facilities

30. The CONTRACTOR'S personnel, including the CONTRACTOR'S Subcontractors, shall comply with all LOCKHEED MARTIN security, safety, rules of conduct, badging and personal identity, and related requirements while on LOCKHEED MARTIN or customer premises ("Premises"). In addition, prior to entry to any on Premises, the CONTRACTOR shall coordinate with LOCKHEED MARTIN to gain access to the Premises. The CONTRACTOR shall provide information reasonably required by LOCKHEED MARTIN to ensure proper identification of personnel, including but not limited to verification of citizenship or right to work, lawful permanent resident status, protected individual or other status. LOCKHEED MARTIN may, at its sole discretion, direct the CONTRACTOR to remove any individual CONTRACTOR personnel or Subcontractor from any Premises and require that such personnel or Subcontractor not be reassigned to any other Premises under this Contract.

Anti-corruption

31. The CONTRACTOR shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the "*Criminal Code Act 1995 (Cth)*" irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption.
32. In carrying out its responsibilities under this Contract, the CONTRACTOR represents that:
 - a. The CONTRACTOR has not paid, offered, promised to pay or authorised and will not pay, offer, promise to pay, or authorise the payment directly or indirectly of any monies or anything of value (in the form of entertainment, gifts, gratuities, kickbacks or otherwise) for the purpose of obtaining or rewarding favourable treatment as a LOCKHEED MARTIN supplier.
 - b. The CONTRACTOR has not paid, offered, promised to pay or authorised and will not pay, offer, promise to pay, or authorise the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental

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matter or securing any improper advantage to assist LOCKHEED MARTIN or CONTRACTOR in obtaining or retaining business or directing business to any person.

- c. The CONTRACTOR shall notify LOCKHEED MARTIN if it becomes aware that any owner, partner, officer, director or employee of the CONTRACTOR or of any parent or subsidiary company of the CONTRACTOR 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.
- d. The CONTRACTOR has not made and will not make, either directly or indirectly, any improper payments, including but not limited to facilitation payments, gratuities or kickbacks.
- e. The CONTRACTOR has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and ensure compliance with applicable laws and regulations.
- f. The CONTRACTOR will promptly disclose to LOCKHEED MARTIN together with all pertinent facts any violation, or alleged violation, of applicable anticorruption laws and regulations in connection with the performance of this Contract.

Retention of Records

33. Unless a longer period is specified in this Contract or by law, the CONTRACTOR shall retain all records related to this Contract for three (3) years from the date of final payment received by the CONTRACTOR. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, the CONTRACTOR shall timely provide access to such records to LOCKHEED MARTIN or its customer upon request. Upon written request from LOCKHEED MARTIN, the CONTRACTOR shall promptly provide certification all records related to this Contract have been destroyed.

Default and Termination

34. In the event that the CONTRACTOR:
 - a. becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver appointed over any of its assets or commences to be wound-up (not being a member's voluntary winding up for the purpose of amalgamation or reconstruction); or
 - b. an event occurs in respect of which the Contract provides that an immediate notice of termination may be given; or
 - c. fails to perform or observe any of the conditions of this Contract and fails to remedy the same within ten (10) Business Days after receipt of notice from LOCKHEED MARTIN requiring the same to be remedied;

then LOCKHEED MARTIN may by written notice to the CONTRACTOR forthwith terminate this Contract or any specified part thereof.

35. Upon termination in accordance with clause 34 of these General Provisions, and with respect to that part of this Contract terminated:

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- a. no further sums shall become due to the CONTRACTOR save in respect to Services delivered and accepted prior to termination;
- b. LOCKHEED MARTIN shall be entitled to procure from any alternative source the supply of Services in replacement of Services 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 the CONTRACTOR to LOCKHEED MARTIN; and
- c. The CONTRACTOR shall continue to deliver all Services not terminated.

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

36. In addition to any other rights it has under the Contract, LOCKHEED MARTIN may at any time terminate the Contract or reduce the scope of the Contract by notifying the CONTRACTOR in writing.
- a. If the LOCKHEED MARTIN Representative issues a notice under clause 36 of these General Provisions, the CONTRACTOR shall:
 - i. stop or reduce work in accordance with the notice;
 - ii. comply with any directions given to the CONTRACTOR by LOCKHEED MARTIN; and
 - iii. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction, including those arising from affected Subcontracts.
 - b. LOCKHEED MARTIN shall only be liable for:
 - i. payments under the payment terms of the Contract for work conducted before the date the termination or reduction takes effect; and
 - ii. any reasonable costs incurred by the CONTRACTOR that are directly attributable to the termination or reduction,
 - if the CONTRACTOR substantiates these amounts to the reasonable satisfaction of the LOCKHEED MARTIN Representative in accordance with the Special Conditions.

The CONTRACTOR shall not be entitled to any profit anticipated on any part of the Contract terminated or reduced for convenience.

Miscellaneous

- 37. Any notice hereunder given by one party to the other shall be sufficiently given if signed on behalf of that party and delivered at or posted to the other party's address as stated herein.
- 38. The CONTRACTOR must comply with all applicable laws in undertaking the Services or otherwise complying with its obligations pursuant to this Contract. The CONTRACTOR shall procure all licences/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.
- 39. Clauses 1 to 2 (Definitions and Interpretation), 10 (Warranty), 11 (Technical Data Warranty), 14 to 20 (Intellectual Property), 23 to 29 (Confidentiality), 31 to 32 (Anti-corruption), 33 (Retention of

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Records), 40 (Independent Contractor), 41 (Indemnities) and 45 (Governing Law) of these General Provisions shall survive the expiry or earlier termination of this Contract.

40. The CONTRACTOR is an independent contractor in all its operations and activities hereunder. The employees used by the CONTRACTOR to perform Services or work under this Contract shall be the CONTRACTOR's employees exclusively without any relation whatsoever to LOCKHEED MARTIN.
41. The CONTRACTOR shall indemnify LOCKHEED MARTIN and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees (on a solicitor client basis), all litigation and/or settlement costs, arising:
 - a. from any act or omission of the CONTRACTOR, its officers, employees, or agents, suppliers, or Subcontractors, in the performance of any of its obligations under this Contract;
 - b. by reason of property damage or loss or personal injury to any person caused in whole or in part by the acts or omissions of the CONTRACTOR, its officers, employees, or agents, suppliers, or Subcontractors; or
 - c. out of any action by a third party that is based upon a claim that the Services performed under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
42. The CONTRACTOR shall not assign any part of this Contract without LOCKHEED MARTIN's prior written consent. The CONTRACTOR shall be responsible for all Services or work performed or supplied by any Subcontractors under this Contract.
43. Failure by a party to exercise, or delay in exercising, a right does not prevent its exercise or operate as a waiver.
44. If a provision of this Contract is invalid or unenforceable in any jurisdiction it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of that provision in any other jurisdiction or the remaining provisions.

Governing Law

45. **Governing Law**
 - a. The laws of South Australia shall apply to the Contract. The courts of the State of South Australia shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.
 - b. The CONTRACTOR shall, in the performance of the Contract, comply with and ensure the CONTRACTOR Personnel, Subcontractors and Subcontractor Personnel comply with the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.
 - c. The CONTRACTOR shall provide to the LOCKHEED MARTIN Representative within 5 Business Days after a request by LOCKHEED MARTIN written confirmation that, to the best of the CONTRACTOR'S knowledge and based on reasonable enquiries undertaken by the CONTRACTOR, the CONTRACTOR'S Personnel, Subcontractors and Subcontractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the

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offering of unlawful inducements in connection with the performance of the Contract and the Subcontracts.

- d. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

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SPECIAL CONDITIONS TO THE GENERAL PROVISIONS FOR CONTRACT

This Annexure constitutes a variation in the form of an addition to the LOCKHEED MARTIN General Provisions for Commercial Subcontracts/Purchase Orders as agreed to between the CONTRACTOR and LOCKHEED MARTIN AUSTRALIA PTY LIMITED ('LMA').

1. Precedence

If there is any inconsistency between the provisions of this Contract and any relevant Purchase Order, any inconsistencies in this Contract shall be resolved in the order or priority listed below:

- a. These Special Conditions to the 'General Provisions' of Contract ('Special Conditions');
- b. Attachments to the Special Conditions (including but not limited to the Statement of Work at 'Attachment A'); and
- c. LMA's General Provisions for Commercial Subcontracts/Purchase Orders ('General Provisions').

2. Contract Term

- 2.1. This Agreement, as dated at Item 1 of the Schedule, commences on the Effective Date and continues until the End Date as defined in Item 4 of the Schedule ("Term") unless terminated earlier or extended in accordance with the Contract.

3. Notices

- 3.1. Any communication, correspondence, document or notice ("Notice") required to be given in accordance with this Contract shall be in writing and sent to the Contract Representatives as set out in Item and Item of Schedule or any other address notified in writing by the parties from time to time.

4. Authorisations

- 4.1. Information relating to the Services may be subject to Australian Export Control laws, including but not limited to regulation by the *Customs Act 1901* (Cth) and the *Defence Trade Controls Act 2012* (Cth).
- 4.2. The Contractor must not export, re-export, release, or disclose any such information to foreign persons inside or outside the Australia without first obtaining any applicable export authorisation or licence. Offences of these export regulations are subject to penalties under the *Defence Trade Controls Act 2012* (Cth).
- 4.3. The Contractor shall, and shall ensure that its Subcontractors:
 - a. obtain and maintain in full force all Authorisations required for provision of the Services;
 - b. provide a copy of any Authorisations to LMA within 5 Business Days of request by LMA; and
 - c. ensure that all work under the Contract is performed and the Services are provided in accordance with all Authorisations.
- 4.4. The Contractor shall notify the LMA Representative within 5 Business Days after:
 - a. the application for an Export Approval in relation to the Contract;
 - b. the grant of, or a new requirement for, an Export Approval in relation to the Contract; or

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- c. receiving notification of refusal to grant, or an intent to revoke or qualify, an Authorisation required for provision of the Services.

5. Statement of Work (the "Services")

- 5.1. As agreed between the parties, the Contractor shall deliver the Services as detailed at Attachment A and in accordance with of the terms and conditions of this Contract.

6. Delivery

- 6.1. Unless otherwise specified in the Services pursuant to clause 5 of these Special Conditions and without limiting clauses **Error! Reference source not found.** to 3 of the General Provisions, all Services shall be delivered to the Delivery Address as set out in Item 5 of the Schedule and in accordance with the INCOTERMS as set out in Item 6 to the Schedule.

7. Delay

- 7.1. Without affecting the Contractor's obligations under clause 5.1, the Contractor shall take all reasonable steps to prevent and minimise delay and agrees to work with LMA to mitigate the losses arising from the delay.
- 7.2. If the Contractor becomes aware that delivery of Supplies or the achievement of a Milestone will or may be delayed for any reason, the Contractor shall notify the LMA Representative within two (2) Business Days of the following matters, to the extent that the Contractor is aware of them:
 - a. the cause and nature of the delay;
 - b. the steps that the Contractor has taken to minimise the delay; and
 - c. the anticipated duration of the delay.
- 7.3. The Contractor shall notify LMA as soon as practicable after the Contractor becomes aware of a material change to information notified under clause 7.2.
- 7.4. The Contractor shall comply with any request by the LMA Representative for information concerning a delay or potential delay in the delivery of Supplies or the achievement of a Milestone.

8. Final Acceptance

- 8.1. The Contractor shall, when seeking Final Acceptance:
 - a. complete and present a signed Final Acceptance Certificate certifying that the Contractor has fulfilled its obligations under the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone, including the obligations in clause 39 of the General Provisions; and
 - b. provide any other supporting evidence required by the LMA Representative, including confirmation of successful completion of any Final Acceptance testing required by the Contract.
- 8.2. The LMA Representative shall, within 15 Business Days of the Contractor seeking Final Acceptance:
 - a. approve the Final Acceptance Certificate when the following requirements are met:

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- i. the Contractor has achieved all previous Milestones in accordance with this Contract; and
 - ii. the Contractor demonstrates to the reasonable satisfaction of the LMA Representative that the Services function and integrate as required by the Contract and that the Contractor has fulfilled its obligations in accordance with the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone, including the obligations in clause 39 of the General Provisions; or
 - b. notify the Contractor that it has failed to achieve the requirements of Final Acceptance detailed in clause 8, in which case the LMA Representative shall notify the Contractor in writing of the reasons for the failure.
- 8.3. If the LMA Representative notifies the Contractor under clause 8.2.b of these Special Conditions that it has failed to achieve Final Acceptance, the Contractor shall, within 10 Business Days of receipt of that notice, provide full written details to the LMA Representative of its proposed remedy.
- 8.4. The LMA Representative shall by notice in writing, within 10 Business Days of receipt of the written notice referred to in clause 8.3 of these Special Conditions either:
- a. direct the Contractor to complete any course of action proposed by the Contractor within a specified time; or
 - b. reject the Contractor's proposal and direct the Contractor to submit an alternative proposal within 10 Business Days of that notice.
- 8.5. If an application for Final Acceptance is rejected and resubmitted, processing of the resubmitted application shall be subject to the same conditions as if it were the original.
- 8.6. The LMA Representative may require the Contractor to retake possession of any item of Services within five (5) Business Days when a notice of failure to achieve Final Acceptance is issued under clause 8.2.b of these Special Conditions. Repossession of Services shall not affect the obligation of the Contractor to provide conforming Services.
- 8.7. The Contractor shall bear all costs associated with achieving Final Acceptance and of complying with the directions of the LMA Representative.
- 8.8. Any action of the Contractor in achieving Final Acceptance and in complying with the directions of the LMA Representative under this clause 8 shall not relieve the Contractor from performing its obligations under the Contract.

9. Additional Work

- 9.1. Where the Contractor is required to undertake work additional or in excess of those described under this Contract, such additional work shall be approved by the LMA Representative in writing, in the form of a Purchase Order or Work Order pursuant to clause 10 of these Special Conditions, for an agreed price prior to the performing of such work.
- 9.2. The Contractor shall provide an itemised quote to the nominated LMA Representative before commencing any additional work unless otherwise agreed.

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10. Work Orders

- 10.1. In addition to the delivery of the Services, the Contractor agrees to provide goods and services (including the provision of task based activities, ad-hoc work & additional supplies), which subject to the inclusion of a schedule of a fees and/or rates table at Attachment B (Price and Milestone Payment Schedule), will constitute a standing offer to LMA for the Contract Term unless terminated earlier or extended.
- 10.2. Upon receipt of a Work Order or Purchase Order, the Contractor shall, for the price set out in the Work Order or Purchase Order, provide the goods and services described in the Work Order or Purchase Order and comply in full with all other requirements and obligations in this Contract.
- 10.3. To avoid doubt, a variation to the Services under this Contract will be formed when LMA provides the Contractor a Work Order or Purchase Order for the goods and services pursuant to this clause 10, and the Contractor communicates its acceptance in writing to LMA. The Work Order or Purchase Order will be deemed to be accepted if LMA is not advised that it is rejected within 5 Business Days.
- 10.4. When completed, all Work Orders or Purchase Orders shall be deemed to have been accepted in support of payment by the Contractor's provision of a Supplies Acceptance Certificate or similar form signed by the LMA Representative or delegate.

11. Price and Milestone Payment

- 11.1. The Contractor shall deliver all Services in accordance with the Milestone Payment Scheduled as detailed in Section 1 (Contract Price) of Attachment B.
- 11.2. The Contractor shall deliver all Services pursuant to clause 9 or 10 of these Special Conditions for the fees, task prices and/or rates in accordance with Attachment B.

12. Limitation of Liability

- 12.1. Notwithstanding clause 41 of the General Provisions and subject to clause 12.2 of the Special Conditions, the liability of the Contractor to LMA arising out of the Contractor's performance of the Contract shall be limited as follows:
 - a. for liability for obligations and warranties under clause 10 of the General Provisions, to the relevant Limitation Amount specified at Item of the Schedule;
 - b. for loss of, or damage to, the Services, to the relevant Limitation Amount;
 - c. for loss of, or damage to, LMA Property, including Furnished Property (other than Services), to the relevant Limitation Amount;
 - d. for a breach of contract or negligent act or omission not mentioned in clauses a to c above to the relevant Limitation Amount.
- 12.2. The limitations in clause 12.1 do not apply to liability of the Contractor, including under an indemnity whether or not expressly referred to in this clause, for:
 - a. personal injury and death;
 - b. loss of, or damage to, third party property;
 - c. breach of IP rights, confidentiality, privacy or security obligations;

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- d. fraud or wilful default; or
- e. unlawful (not including breach of contract) or illegal acts; or
- f. the IP indemnity provided by the Contractor under clause 41.c.

13. Insurance

- 13.1. In addition to clause 21 & 22 of the General Provisions, the Contractor shall effect and maintain (or be insured under) the insurances for the times and in the manner specified in this clause 13 and Item of the Schedule, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 13.
- 13.2. The Contractor shall use its reasonable endeavours to ensure that its Subcontractors are insured as required by this clause 13, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.

14. Change to the Contract

- 14.1. For the avoidance of doubt, this clause 14 applies to an amendment to the Contract or an amendment to a Work Order or Purchase Order for additional Services issued by the LMA Representative in accordance with clauses 9 and 10 of these Special Conditions.
- 14.2. Except as expressly permitted in the Contract, the Contract may be changed only in accordance with this clause 14 of these Special Conditions. The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change has been approved in accordance with this clause 14.
- 14.3. Either party may propose a change to the Contract. CCPs shall be submitted in the form provided by the LMA Representative.
- 14.4. If the LMA Representative proposes a change to the Contract it shall:
 - a. notify the Contractor and the Contractor shall provide a CCP to the LMA Representative within a period of 30 calendar days after receipt of such notice or such other period as agreed; or
 - b. provide a CCP to the Contractor and the Contractor shall notify the LMA Representative of any changes it requires to the CCP within 10 Business Days of receipt.
 - c. The Contractor shall then, within 5 Business Days, provide in writing details as to whether:
 - i. the CCP can be effected;
 - i. it considers the CCP a reduction or increase in the scope of the Services;
 - ii. the Contractor considers that the CCP has an impact on the Contract Price;
 - iii. the Contractor considers that the CCP has an impact to the CMS, including Final Acceptance.
 - d. Subject to 14.4.c.iii, the Contractor shall furnish along with its notice a revised CMS which clearly demonstrates the effect of the CCP.
- 14.5. The LMA Representative shall evaluate a CCP submitted under this clause 14, and shall either:

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- a. approve the CCP; or
- b. reject the CCP giving reasons for such rejection.

14.6. The LMA Representative shall approve or reject a CCP under clause 14.5 within:

- a. 30 calendar days after receipt; or
- b. such other period as may be agreed.

14.7. The cost of preparing CCPs will be borne by the Contractor.

14.8. A CCP shall take effect:

- a. if no date for taking effect is specified in the CCP, on the date a CCP is approved and executed by both parties; or
- b. on the date specified in the CCP.

14.9. The LMA Representative may issue an amendment to the Contract to incorporate CCPs that have taken affect under clause 14.8. The amendment does not affect the legal status of the CCP as determined under clause 14.8.

15. Access

15.1. The Contractor shall provide authorised representatives of LMA and its customers, access to the Contractor's premises, and access to any of its records and accounts, relevant to or impacting on the performance of work under the Contract, including the right to copy any records or accounts for the purposes of the Contract.

16. Negation of Employment and Agency

- 16.1. The Contractor shall not represent itself, and shall ensure that Contractor Personnel, Subcontractors, and Subcontractor Personnel do not represent themselves, as being employees, partners or agents of LMA or the Commonwealth.
- 16.2. Without limiting clause 16.1, the Contractor shall clearly identify itself, and shall ensure that the Contractor Personnel, Subcontractors and Subcontractor Personnel clearly identify themselves, as a contractor to LMA when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services.
- 16.3. The Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel shall not by virtue of the Contract be, or for any purpose be deemed to be, an employee, partner or agent of LMA or the Commonwealth.

17. Subcontracts

- 17.1. The Contractor shall not Subcontract the whole of the work under the Contract. The Contractor shall not Subcontract any part of the work under the Contract without the prior written approval of the LMA Representative (such approval not to be unreasonably withheld).
- 17.2. The Contractor shall, if required by LMA, ensure that its officers, employees, agents, and Subcontractors engaged in the performance of the Contract give written undertakings, in the form of a deed of confidentiality provided by the LMA Representative (whether in relation to proprietary /

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confidential information or export controlled information), prior to the disclosure of such controlled or Confidential Information.

- 17.3. The Contractor, by subcontracting any part of the Services or work under the Contract or by obtaining the LMA Representative's Approval of a Subcontractor, shall not be relieved of its liabilities or obligations under the Contract, and shall be responsible for all Subcontractors.
- 17.4. The Contractor shall not enter into a Subcontract under the Contract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- a. The Contractor warrants that it is not named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
 - b. In the event this warranty is not true at any time during the course of delivering the Services or in performance of the Contract, LMA may terminate the Contract in accordance with clause 34 of the General Provisions.
- 17.5. The Contractor, if requested by the LMA Representative, shall provide the LMA Representative with names of all Subcontractors and a copy of any Subcontract, which copy need not contain prices. The Contractor acknowledges and shall inform its Subcontractors that LMA may be required to publicly disclose the Subcontractors' participation in the performance of the Contract.

18. Defence Security

- 18.1. The Contractor shall take all reasonable precautions to safeguard and protect Technical Data & physical hardware related to the Services in the Contractor's possession or at the Contractor's premises, including but not limited to:
- a. Premises Security (site access restricted to authorised personnel, monitored security systems, etc.);
 - b. IT Security (Technical Data stored on encrypted file-systems);
 - c. Hardcopies (Technical Data printed as controlled copies, kept in secure environments and destroyed after use);
 - d. Ensure that its officers, employees, agents and Contractors, undertake any security checks, clearances or accreditations as required by LMA or its customers; and
 - e. Promptly report to the LMA Representative any instance in which it is known or suspected that Technical Data or physical hardware furnished or generated under the Contract has been lost or disclosed to unauthorised parties, including a representative of another country.
- 18.2. If the Contractor requires access to any Commonwealth place, area or facility under the control or responsibility of the Department of Defence or the ADF, or to any security classified information, in order to perform the obligations of the Contract, the Contractor shall:
- a. comply with any security requirements (including those contained in the DSM) notified to the Contractor by LMA or the Commonwealth from time to time; and
 - b. ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel are aware of and comply with the Commonwealth's security requirements.

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- 18.3. The Contractor shall:
- a. ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel, undertake any security checks, clearances or accreditations as required by the Commonwealth;
 - b. promptly notify the LMA Representative of any changes to circumstances which may affect the Contractor's capacity to provide Services in accordance with the Commonwealth's security requirements; and
 - c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.
- 18.4. The security classification of work to be performed under the Contract will be up to and including the level specified by LMA. Subject to notification in writing from LMA in regards to security classification relevant to the Services to be delivered under this Contract, The Contractor shall:
- a. if required in the Schedule, obtain and maintain membership of DISP in accordance with Part 2:42 of the DSM;
 - b. if not required to be a member of the DISP, comply with the classification and protection of official information requirements of Part 2:30 of the DSM;
 - c. ensure that all required personnel (if any) possess a personnel security clearance specified in the Schedule, and comply with the requirements and procedures of Part 2:20 of the DSM;
 - d. possess a facility accreditation (if any) and an ICT system accreditation (if any) specified in the Schedule and comply with the requirements and procedures of Part 2:4 of the DSM; and
 - e. shall ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Part 2:33 of the DSM.
- 18.5. Where work under the Contract is performed overseas, the Contractor shall comply with:
- a. the requirements of clauses 18.4.c and 18.4.d of these Special Conditions for the classification level (if any) specified in the Schedule or equivalent classification; and
 - b. comply with the relevant overseas government industry security policy
- 18.6. For the purposes of clause 18.5 of these Special Conditions accreditations shall be issued by the relevant overseas government security authority, and shall be verified by the DSVS (through a bilateral security instrument or otherwise).
- 18.7. The Contractor shall classify all information in its possession relating to the performance of the Contract according to the Security Classification and Categorisation Guide (as notified by the LMA Representative applicable to the Services being performed under Contract) and shall ensure that such information is safeguarded and protected according to its level of security classification.
- 18.8. With respect to security classified information, the Contractor shall:
- a. ensure that no security classified information furnished or generated under the Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth;

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- b. promptly report to the Commonwealth any security incident, as defined by the DSM, including instances in which it is known or suspected that security classified information furnished or generated under the Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
- c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Part 2:33 of the DSM.

18.9. If there has been a breach by the Contractor, Contractor Personnel, a Subcontractor, or Subcontractor Personnel, of clause 18, LMA may give the Contractor a notice of termination for default under clause 34 of the General Provisions.

19. Post Defence Separation Employment

19.1. Except with the prior written Approval of the Commonwealth, the Contractor shall not permit any Defence personnel or Defence service provider who, at any time during the preceding 12 month period was engaged or involved in:

- a. the preparation or management of the Contract;
- b. the assessment or selection of the Contractor; or
- c. the planning or performance of the procurement or any activity relevant or related to the Contract,

to perform or contribute to the performance of the Contract.

19.2. To avoid doubt, the 12 month period referred to in clause 19.1 of these Special Conditions applies from the date which is 12 months before the date on which the Contractor proposes that the person start performing or contributing to the performance of the Contract.

20. Policy Requirements

- 20.1. The Contractor warrants that it is not named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012 (Cth)*.
- 20.2. The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012 (Cth)*.
- 20.3. If the Contractor becomes non-compliant with the *Workplace Gender Equality Act 2012 (Cth)* during the period of the Contract, the Contractor shall notify the LMA Representative.

21. Survivorship

21.1. Without limiting clause 39 of the General Provisions, clauses 4 (Authorisations) , 12 (Limitation of Liability), 15 (Access), 18 (Defence Security), 23 (Privacy) and 24 (Disputes) of these Special Conditions shall survive the expiry or earlier termination of this Contract.

22. Conflict of Interest

- 22.1. The Contractor:
 - a. warrants that, to the best of its knowledge after making diligent inquiries at the Effective Date specified in the Schedule, no conflict of interest exists or is likely to arise in the performance

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of its obligations under the Contract by itself or by any Contractor Personnel, Subcontractors or Subcontractor Personnel; and

- b. shall promptly notify LMA in writing if such a conflict of interest or risk of such a conflict of interest arises.

23. Privacy

23.1. The Contractor shall:

- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);
- b. comply with its obligations under the *Privacy Act 1988* (Cth); and
- c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.

23.2. The Contractor shall notify LMA as soon as reasonably practicable if:

- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 23, whether by the Contractor, Subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
- b. in relation to Personal Information obtained in the course of performing the Contract:
 - i. it becomes aware that a disclosure of such Personal Information may be required by law; or
 - ii. it is approached by the Privacy Commissioner.

23.3. The Contractor shall ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 23.

24. Disputes

24.1. If a dispute arises under or in connection with this Contract, the parties must negotiate in good faith a resolution to such dispute, in accordance with this clause 24 of these Special Conditions, before having recourse to an action at law or in equity.

24.2. Resolution of Disputes between the Contractor and LMA

- a. A party shall not commence court proceedings relating to any Dispute under the Contract except as permitted under this clause 24.
- b. The parties shall negotiate in good faith and use all reasonable efforts to resolve Disputes as quickly as practicable.
- c. Each party shall bear its own costs in relation to the management and resolution of Disputes.
- d. The issue of a decision by LMA to suspend the performance of the Services under the Contract, or to terminate the Contract, shall not be the subject of a Dispute for the purposes of this

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clause 24. However, the grounds or consequence of a decision by LMA to terminate the Contract may be the subject matter of a Dispute.

- e. The Contractor must during a Dispute continue to fulfil their obligations under the Contract.

24.3. Procedure for Resolution of Disputes

If the parties are unable to resolve a Dispute under the Contract, either party may give a notice ('Dispute Notice') to the other party setting out the nature of the Dispute and the parties shall seek to resolve the Dispute in accordance with the following processes:

- a. the parties shall first attempt to resolve the Dispute;
- b. if the Dispute is not resolved by the parties within [20] Business Days of the Dispute having been referred to them or such further period agreed by the parties, either party may refer the Dispute to the Management Representatives of the respective parties;
- c. if the Dispute is not resolved by the Management Representatives of the respective parties within a further [20] Business Days of the Dispute having been referred to them or such further period agreed by the parties, the parties may agree on an alternative dispute resolution process (including mediation, expert determination or arbitration in accordance with rules and processes agreed by the parties).

If the parties have not been able to agree on an alternative dispute resolution process for resolving the Dispute in accordance with clause 24.2, either party may commence legal proceedings in respect of the Dispute.

24.4. Urgent relief

Nothing in clauses 24 prevents a party from commencing court proceedings for urgent interlocutory or injunctive relief in relation to a Dispute.

25. Entire Agreement

- 25.1. The Contract terms and conditions, Attachments, Annexures and any Schedules form part of the entire Agreement between LMA and the Contractor in relation to the Services or work supplied or performed, and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings whether written or oral.

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SPECIAL CONDITIONS TO THE GENERAL PROVISIONS FOR CONTRACT

Executed as an Agreement

SIGNED for and on behalf of **LOCKHEED
MARTIN AUSTRALIA PTY LTD**

by

(Name of Representative)

(Signature of Representative)

a person duly authorised to sign on its behalf
in the presence of:

(Name of Witness)

(Signature of Witness)

DATE

SIGNED for and on behalf of **<INSERT
CONTRACTOR ENTITY NAME>**

by

(Name of Representative)

(Signature of Representative)

a person duly authorised to sign on its behalf
in the presence of:

(Name of Witness)

(Signature of Witness)

DATE

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SCHEDULE

Item 1	Date of Agreement:	<INSERT>		
Item 2	Contractor:	<INSERT>	ABN:	<INSERT>
Item 3	Premises (if applicable):	<INSERT>		
Item 4	Period of Performance ('Term'):	Until final written acceptance by LMA		
	Commencing the	<INSERT>	day of	<INSERT>
	"Effective Date"			
	Concluding upon Final Acceptance in accordance with clause 8.2 of these Special Conditions			
Item 5	Delivery Address:	Hardware Deliveries – Module 2 Endeavour House Notices and Data Deliveries – 45 Third Avenue Mawson Lakes SA 5095		
Item 6	INCOTERMS (if different from the General Provisions):	DDP		
Item 7	Insurances:	Public Liability insurance		
		Professional Indemnity insurance:		
		Vehicle Insurance:	<i>Minimum Third Party Property</i>	
Item 8	Limitation Amount	<TBA>		
Item 9	LMA Representative:			
	<TBA>	<TBA>	Accounts Payable Phone: 08 8168 0610 Email: lmaes-accounts-payable.fc-mst@lmco.com	
Item 10	Contractor Representative:			
	<INSERT>	Nominated Bank Account		
		Bank:	<INSERT>	
		BSB:	<INSERT>	
		Account Number:	<INSERT>	

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LMA-RFQ-SUP-FSP-CSI-002377_ATT A

SPECIAL CONDITIONS TO THE GENERAL PROVISIONS FOR CONTRACT

Attachment A

Statement of Work (the "Services")

To be confirmed in writing between LMA and the Contractor prior to execution of the Contract.

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SPECIAL CONDITIONS TO THE GENERAL PROVISIONS FOR CONTRACT

Attachment B

Price and Milestone Payment Schedule

1. Milestone Payment Schedule

Milestone #	Description of Milestone	Delivery Date	Entry Criteria	Exit Criteria	Milestone Payment amount (ex GST)
1	S001 - Mobilisation	Effective Date	<ul style="list-style-type: none"> Contract Executed 	<ul style="list-style-type: none"> Contract Executed 	33%
2	S002 – Draft Document Review	Effective Date + 4 Months	<ul style="list-style-type: none"> Contractor provides draft White Paper and Document Disclosure Form for Review 	<ul style="list-style-type: none"> LMA completes review of draft White Paper and provides feedback to Contractor 	33%
3	S003 – Final Acceptance	Effective Date + 6 Months	<ul style="list-style-type: none"> Contractor Delivers Final White paper and Document Disclosure Form Contractor’s fulfilment of all obligations under the Contract in accordance with clause 8.1 of the Special Conditions. 	<ul style="list-style-type: none"> LMA completes review of White Paper LMA’s Approval of the Contractor’s Final Acceptance in accordance with clause 8.2 of the Special Conditions. 	33%
Total of Milestone Payments					\$75k

Note 1: For the purposes of the above Milestone Payment Schedule, Delivery Dates (ED + X months) are listed as calendar months.

Note 2: Should a Delivery Date fall on a weekend or public holiday, the Delivery Date in accordance with the Contract shall be the next Business Day.