

Lockheed flow down clause H-11 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey

(a) Definitions

(1) "Component" means any item supplied to the Government as part of an end product including, without limitation, raw materials and intermediate assemblies.

(2) "Covered article" means any end item, component, software, or service that is produced in Turkey or by a covered entity; or Is a service provided in Turkey or by a covered entity.

(3) "Covered entity" means an entity that is effectively owned or controlled by the Turkish government.

(4) "Effectively owned or controlled" means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the entity's officers or a majority of the entity's board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

(5) Entity controlled by the Turkish government" means

(i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or

(ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.

(6) "Purchase Order" means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

(b) Restrictions.

The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source the

Contractor shall report, in writing, to the Contracting Officer the following information:

(i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number manufacturer part number, or wholesaler number); item description; and any readily available information about

mitigation actions undertaken or recommended.

(ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) The Parties agree that no consideration shall be provided by the Contractor to the Government, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b)(1) above.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.