

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

PRIME CONTRACT F33657-02-C-2033
Supplement to Appendix A, 27th Series

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1 October 2003

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

For subcontracts issued under the subject Prime Contract using the 27th Series Standard Purchase Order Terms and Conditions, incorporate the following additional terms and conditions, applicable as noted, in addition to the 27th Series Standard Purchase Order Terms and Conditions. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean Buyer, "Contractor" means Seller, "Contract" means Purchase Order, and "Subcontractor" means Seller's Subcontractors.

Add the following clauses:

1. FAR 52.215-21, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications" (OCT 1997) – Alternate II (OCT 1997) – Alternate III (OCT 1997). Alternate III, paragraph (c) Submit the cost portion of the proposal via the following electronic media: "EDDR".
2. FAR 52.222-19, "Child Labor – Cooperation with Authorities and Remedies" (DEC 2001)
3. FAR 52.222-29, "Notification of Visa Denial" (FEB 1999)
4. With reference to Paragraph 12, Appendix A, 26th Series, the following clauses related to patents, rights in data, and computer software are incorporated in the Prime Contract:

FAR 52.227-1, "Authorization And Consent" (JUL 1995).

FAR 52.227-2, “Notice And Assistance Regarding Patent And Copyright Infringement” (AUG 1996).

FAR 52.227-21, Technical Data Declaration, Revision, and Withholding of Payment – Major Systems” (JAN 1997) (Tailored). Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).

DFARS 252.227-7013, “Rights In Technical Data – Noncommercial Items” (NOV 1995) –Alternate I (JUN 1995).

DFARS 252.227-7014, “Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation” (JUN 1995)

DFARS 252.227-7016, “Rights In Bid Or Proposal Information” (JUN 1995).

DFARS 252.227-7019, “Validation Of Asserted Restrictions – Computer Software” (JUN 1995).

DFARS 252.227-7025, “Limitations On The Use Or Disclosure Of Government- Furnished Information Marked With Restrictive Legends” (JUN 1995).

DFARS 252.227-7030, “Technical Data – Withholding Of Payment” (MAR 2000)

DFARS 252.227-7036, “Declaration Of Technical Data Conformity” (JAN 1997).

DFARS 252.227-7037, “Validation of Restrictive Markings on Technical Data” (SEP 1999).

5. DFARS 252.244-7000, “Subcontracts for Commercial Items and Commercial Components (DoD Contracts)” (MAR 2000)

6. AFMC 5352.227-9000 “Export-Controlled Data Restrictions (AFMC)” (JUL 1997):

“CO” means “Buyer”

(a) For purposes of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

- (3) Foreign sources are those sources (vendors, subcontracts, and suppliers, etc.) controlled by a foreign person.
- (b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.
- (c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.
- (d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic and Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (See 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this Contract to foreign persons or their representatives. The notification shall include the name and country or origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

7. AFMC 5352.227-9002, "Visit Requests By Foreign-Owned Or Controlled Firms (AFMC)" (JUL 1997), subparagraphs (b) and (c):

- (b) Subcontractors which are foreign-owned or controlled and require access to a U.S. Government installation shall have their prime Contractor submit a visit request to the security police office of the base being visited at least two weeks before the scheduled meeting.
- (c) Canadian Contractors and Canadian government employees may directly arrange visits by having their security office submit a visit request to the security police office of the base being visited at least two weeks before the scheduled meeting.

Modify the following clauses:

- 1. DFARS 252.225-7027, "Restriction On Contingent Fees For Foreign Military Sales (MAR 1998)." For purposes of subparagraph (b)(1), Countries listed in the Prime Contract are the following: Oman.

Add the Following Special Clauses:

1. YPK-H006 USE OF OTHER GOVERNMENT PROPERTY (JUL 2002)

- a. In the performance of the requirements under this Contract, the Contractor may use and may authorize its subcontractors to use, on a no-charge basis, the Government- owned Special Tooling such as jigs, dies, fixtures, special gauges, other manufacturing aids and Special Test Equipment, heretofore acquired or manufactured or authorized for acquisition or manufacture by the

Contractor and/or its subcontractors or heretofore furnished to the Contractor and/or its subcontractors as Government Furnished Property and presently in its or their possession which shall have been determined by the appropriate Administrative Contracting Officer (ACO) to be available for the performance of the work called for by this Contract in accordance with FAR 52.245-02

of Section I of this Contract entitled, "Government Property (Fixed-Price Contracts)." It is however, hereby provided that use of the foregoing shall not interfere with the proper performance of work under the Contract(s) for which they were originally produced, acquired or furnished.

b. Subject to the provisions of Paragraph (a) above, any of the aforementioned items of Special Tooling and/or Special Test Equipment presently in the possession of the Contractor and/or subcontractors may be modified as necessary for the performance of this Contract as approved by the ACO.

2. YPK-H024 LIMITED RISK OF LOSS (JUL 2002)

The Contractor is authorized, without any requirement for additional approval, to flow down to its subcontractors the Limited Risk of Loss provisions of FAR 52.245-02, Alternate I (APR 1984). Such authorization shall be limited to subcontractors having a current USG-approved Property Control System.