

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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document shall take precedence.

To the extent that any clause included in the contract or any other document the parties shall consider such clause to be the SELLER.

For subcontract 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).*

(3) Foreign sources are those sources (vendors, subcontracts, and suppliers) owned and 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

Contractor and/or its subcontractors or heretofore furnished to the Contractor and/or its subcontractors