Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller’s proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller’s intellectual property or technical data.

**Full Text Clauses**

**Section C Clauses - Special Provisions:**

**C-8 Safeguarding and Handling Controlled Unclassified Information (CUI) (Contact the Lockheed Martin Procurement Representative for applicability)**

All documents generated under this contract which contain CUI materials shall be marked in accordance with DoDI 5200.48 marking requirements.

It is anticipated that one or more of the following categories of CUI will be applicable to LOCKHEED MARTIN’s prime contract and may also be applicable to this Contract.

|  |  |
| --- | --- |
| Export Controlled | EXPT |
| DoD Critical Infrastructure Security Information | DCRIT |
| Unclassified Controlled Nuclear Information | UCNI |
| Controlled Technical Information | CTI (if EXPT, only use EXPT) |
| General Procurement and Acquisition | PROCURE |
| Small Business Research and Technology | SBIZ |
| Proprietary Business Information | PROPIN |
| General Privacy | PRVCY |
| International Agreement Information | INTL |

For definitions of the above CUI categories, please refer to <https://www.archives.gov/CUI>, DoDI 5200.48, and the 2019 DCRIT Determination from the USN Chief Management Officer.

Documents created containing SSP CUI shall include the following information in the Designation Indicator block on the first page or cover of the document “Controlled by: Department of Navy” and “Controlled by: DIRSSP”. Dissemination Controls shall be utilized based on need-to-know. Primary options are “FEDCON” for SSP, prime and subcontractors, and affiliated partners; and “DL” to delineate specific members and organizations within the federal government and contracted partners.

In addition to the above required markings, the government recommends use of supplemental administrative markings: Draft, Pre-decisional, and Deliberative.  These markings should be used to indicate the non-final status of documents under development to avoid confusion and maintain the integrity of the government and contractor’s decision-making process.  These markings are useful for determinations on information subject to the Freedom of Information Act (FOIA) should the information Supplier provides to Lockheed Martin be provided to the Government. If these administrative markings are utilized, they must not be incorporated into the CUI banners or duplicate any marking in the CUI Registry.

Any loss, compromise, or suspected compromise of CUI, foreign or domestic, shall be reported to the identified Lockheed Martin Subcontract Administrator for distribution to LM Subcontract Sr Management and LM Facility Security Officer (FSO).

Supplier may continue to utilize administrative markings, such as Proprietary Information, Export Controlled Information, Third Party Proprietary Information (TPPI), as well as required DFARS data rights legends. Such markings shall be added under the CUI header and/or footer, and not on the same line as CUI. Documents with these administrative/DFARS markings may also include the CUI Registry acronym in the Designation Indicator block.  In the event a document containing subcontractor proprietary information also contains CUI, supplier agrees to add the “PROPIN” marking in the Designation Indicator block, in addition to the administrative and DFARS legends referenced herein.

Supplier’s IT systems containing SSP CUI shall implement CUI protection requirements identified in DoDI 5200.48. Until the IT systems are updated to include CUI markings, when artifacts are produced from Supplier IT systems, they shall include a CUI Cover Sheet with Designation Indicator Information per ISOO training “Controlled Unclassified Information - Introduction to Marking.” For the avoidance of doubt, Supplier shall not be required to update its IT systems unless and until Supplier has determined that such updates are necessary.

**C-9 Government Property (GP)**

The Contractor’s property management system(s) of record must identify the contract under which the GP is accountable. Any transfer of GP accountability must be in accordance with FAR 45.106 and documented via contract modification.

**C-10 Residual Property**

1. This clause applies separately to each fixed-price-incentive contract line item. Such contract line item is referred to below as “the CLIN.”

2. For purposes of this clause—

a. “costs” has the same meaning as “costs” in the Incentive Price Revision – Firm Target clause (“the IPR clause”);

b. “CLIN material” means material, other than Government-furnished material, that the Contractor must acquire to perform the CLIN (including, but not limited to, all units of any economic order quantity); and

c. “residual property” or “RP” means acquired CLIN material or equipment that is not incorporated into a deliverable, consumed, or expended in performance.

3. The Contractor shall purchase all CLIN material or equipment that is not identified in the schedule, specifications, and/or attachments, exhibits as government furnished.

4. Costs of RP, which are included in the Contractor’s statement of incurred costs submitted in accordance with the IPR clause, shall be considered a direct item of cost under the contract and included in the CLIN’s total final negotiated cost in accordance with the IPR clause.

5. Title to all RP, whose costs have been included in the CLIN’s total final negotiated cost, shall vest in the Government in accordance with the Government Property clause.

6. With the approval of the Contracting Officer, such RP may be transferred to another contract (“the gaining contract”) in accordance with applicable regulations. As soon as practical, the Contractor and the Contracting Officer shall identify the type, quantity, and acquisition cost of transferred RP.

7. If the parties of this contract are also the parties of a gaining contract–

a. the gaining and losing contract shall be modified to identify the transferred RP and the contractors property management system of record shall be updated to reflect the fact that the RP is now accountable to the gaining contract;

b. the transfer of RP shall not affect the contract amounts of the gaining contract, if the parties negotiated the gaining contract in contemplation of such RP being furnished by the Government; and

c. the transfer of RP shall result in a downward equitable adjustment of one or more of the contract amounts of the gaining contract, if the parties negotiated the gaining contract without contemplation of such RP being furnished by the Government.

8. The Contractor shall maintain auditable records of inventories and transfers of RP. The Contractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.

**C-13 Special Test Equipment/Special Mechanical Equipment (STE/SME) Spares** (Applicable if the purchase order/subcontract includes the use of STE/SME listed in the prime contract. Contact the Lockheed Martin Procurement Representative for applicability.)

1. In the performance of this contract, the Contractor is authorized to use any of the spares acquired to support repair and maintenance of the STE/SME.

**C-16 Ammunition and Explosives Requirements (NAVSEA OP 5)** (Applicable if this purchase order/ subcontract involves the handing of ammunition and explosives on Government facilities.)

In accordance with DOD FAR Supplement 223.370-3, NAVSEA OP 5 shall apply in lieu of DOD 4145.26-M for all efforts performed on Government facilities. SSPINST 8020.5 is the governing document for SSP-owned Government-owned, contractor-operated properties at Santa Cruz and Magna and adjoining contractor-owned, contractor-operated properties..

**C-56 United Kingdom Subcontracts** (Applicable for all purchase orders/subcontracts.)

1. The Contractor, and its subcontractors to the extent practical and technically feasible, are directed to extend to United Kingdom (U.K.) firms on the same terms as with United States (U.S.) firms, the right to compete for TRIDENT II (D5) missile systems components. The Contractor is permitted to evaluate offers from and make awards to U.K. firms without applying differentials under the Buy American Act (41 U.S.C. 10(a)-(d)) and the Department of Defense Balance of Payments Program. The U.S. /U.K. TRIDENT II (D5) program has been designated a "U.S. Government-approved Project" in accordance with the International Traffic in Arms Regulation (ITAR) and the export of technical data and hardware by the Contractor and its subcontractors is authorized in accordance with that certain U.S. Department of State letters dated July 1, 1982, August 15, 1986, and August 19, 2008.

2. Any subcontract or purchase order entered into with a U.K. firm or person shall:

1. limit the use of the technical data to that required by the contract or purchase order;

2. prohibit the disclosure of the data to any other person except duly qualified subcontractors for the equipment within the U.K.;

3. prohibit the acquisition of any rights in the data by any foreign person without the approval of the Department of State; and

4. provide that any subcontracts between foreign persons in the U.K. issued pursuant to this contract shall contain all the limitation herein.

3. The Contractor shall advise all U.K. subcontractors, in writing, that:

The technical data exported from the United States in furtherance of the U.S./U.K. TRIDENT II (D5) Program, and any defense article which may be produced or manufactured from such technical data, may not be directly or indirectly sold, leased, released, assigned, transferred, conveyed or in any other manner disposed of, in or to any person or entity in a third country or to a national of a third country, unless the prior written approval of the U.S. Department of State has been obtained.

4. Technical data, as used herein, shall have the meaning set forth in ITAR 120.21; however, the restrictions on classified information, as set forth in the above referenced letter of July 1, 1982 signed by Jonathan T. Howe, RADM, USN, pertain.

**C-58 Required Use of Microsoft Windows (MS) 10 or Other Supported Operating System (OS)**

Any development, refresh, or update of any Government owned information technology (IT) system including Test Consoles and Information Management Systems are required to use the operating system that is most current at the time of CDR.

**C-64 NMCARS Annex 16 Statement of Work Language Implementing the DIB Memo**

Pursuant to NMCARS 5204.7303-1(b)(S-90), the following language supplements DFARS Clause 252.204-7012 entitled, Safeguarding Covered Defense Information and Cyber Incident Reporting. The below language applies to the prime contractor, and all Critical Suppliers as defined in C-65 paragraph 1.

1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor s facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government’s review of the SSPs at the Contractor’s facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor s facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor’s site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days notice to the Contractor.

2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see https://crc.nist.gov/projects/cryptographic-algorithm-validation-program);

iii. Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

iv. Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response:

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions\_for\_Submitting\_Me.... In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

**C-65 Critical Supplier Definition**

1. For purposes of Special Provision C-64 only, the term “Critical Suppliers” shall be defined as a supplier of any tier meeting the following two criteria at any point during contract performance:

a. The supplier requires access to sensitive information capable of causing significant damage to the program if compromised, and

b. The supplier exhibits one or more of the following attributes:

i. Provides a component or service that is key to delivery, execution, costs, or schedule of the program and cannot easily be replaced

ii. Is a single point of failure for the program

iii. Provides a high risk/high complexity systems & equipment that offer technology discriminators

**C-68 SSNT Residual Property** (Applicable for any PO/subcontract or PO/subcontract line item allocable to CLIN 0001 or 0026 of the prime contract, unless the PO/subcontract or PO/subcontract line item is cost-reimbursable or time-and-materials and therefore subject to the requirements of FAR 52.245-1. Contact the Lockheed Martin Procurement Representative for applicability.)

a) For purposes of paragraphs a) through f) of this clause—

i) “material” means material, other than Government-furnished material, that the prime contractor or subcontractor must acquire to perform the contract (including, but not limited to, all units of any economic order quantity); and

ii) “residual property” or “RP” means acquired material or equipment that is not incorporated into a deliverable, consumed, or expended in performance.

b) Title to all RP shall vest in the Government in accordance with the Government Property clause, FAR 52.245-1.

c) With the approval of the prime Contractor, such RP may be transferred to another contract (“the gaining contract”) in accordance with applicable regulations. As soon as practical, the Subcontractor and Contractor shall identify the type, quantity, and acquisition cost of transferred RP.

d) If the parties of this contract are also the parties of a gaining contract–

i) the gaining and losing contract shall be modified to identify the transferred RP and the contractors property management system of record shall be updated to reflect the fact that the RP is now accountable to the gaining contract;

ii) the transfer of RP shall not affect the contract amounts of the gaining contract, if the parties negotiated the gaining contract in contemplation of such RP being furnished by the Government; and

iii) the transfer of RP shall result in a downward equitable adjustment of one or more of the contract amounts of the gaining contract, if the parties negotiated the gaining contract without contemplation of such RP being furnished by the Government.

e) The Subcontractor shall maintain auditable records of inventories and transfers of RP. The Subcontractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.

f) Residual property remaining at contract completion shall be delivered to the prime Contractor under the applicable Contractor Acquired Property line item of the contract for prime Contractor delivery to the Government.

**Section D Clauses -- Packaging and Marking** (Applicable if Seller will be making any direct shipments to the Government.)

D5 Field Processing at SWFLANT/SWFPAC and ER

The D5 hardware being delivered under this contract shall be packed and packaged in accordance with WS 20970 and OS 8244.

C4 Field Processing at SWFPAC

The Contractor shall accomplish preservation, packaging, and packing, in accordance with OS 8244.

C4/D5 Logistics Support

1. Packaging

The supplies to be furnished by the Contractor shall be preserved, packaged, and packed in accordance with OD 14309 for shipment or transfer to GOE stores (fourth level); and in accordance with OS 8244 when destination is to other than the Contractor's plant. Outside markings and labeling shall be in accordance with MIL-STD-129 for quick-trans shipment; NAVSUPPUB 505 for shipment via Military Aircraft Command (MAC); and Department of Transportation (DOT) regulations for commercial shipments.

2. Marking

For hazardous/toxic materials (such as that defined in SSPINST 6260.1 and/or listed in OD 45507), the inner individual container(s) will be marked and labeled in accordance with OD 45507. Material intended for commercial air shipment shall have outer marking and labeling that conforms to DOT regulation. The Contractor shall mark SSBN replacement information in accordance with SSPINST 5510.29.

**Section G Clauses – Special Contract Requirements:**

**G-2 Contract Authorities (Sep 2016)**

1. Applicability. This clause applies only if this contract is with one of the following or its divisions: Northrop Grumman Innovation Systems (NGIS), Boeing, Draper Laboratory, General Dynamics, Honeywell, Interstate Electronics Corporation, Litton, Lockheed Martin, Northrop Grumman, and Raytheon.

2. Contract Administration. The contract administration office is authorized to approve contractor category D waivers as defined in SSPINST 4200.1 and OD 40825, unless this authority is specifically withheld. Approval of all other waivers and deviations from contractual requirements is not authorized except to the extent delegated by official correspondence from either the Director, Strategic Systems Programs (DIRSSP) or the Procuring Contracting Officer. Except as modified by separate delegations from the DIRSSP, normal contract administration functions will be performed in accordance with FAR 42.302.

3. Programmatic and Technical. The Program Management Office (PMO), SSP, SPF has been designated as the on-site representative of the DIRSSP with delegated authorities on programmatic and technical requirements on the Fleet Ballistic Missile Weapon System / Strategic Weapon System. Guidance regarding programmatic and technical requirements shall be provided to the contract administration services component by the PMO in accordance with DFARS 246.103, as necessary.

**Section H Clauses – Special Contract Requirements:**

**H-2 Employment of Government Personnel or Former Government Personnel (Mar 2021)**

(Applicable for all purchase orders/subcontracts.)

1. For purposes of this SSP H-2 Employment of Government Personnel or Former Government Personnel: (a) "employment" includes full-time or part-time work, work as a consultant or advisor, and work as a subcontractor; (b) "government personnel" includes any present military member or civilian employee of the federal government; and (c) “former government personnel” includes any former military officer or civilian employee of the federal government who has been separated from the government for less than three years.

2. In its proposal in response to this solicitation and during the pre-award and performance periods of the resulting contract, the offeror or contractor shall notify the contracting officer of the employment or prospective employment of any government personnel or former government personnel in connection with this procurement and shall identify such personnel.

3. The contractor confirms that any government personnel or former government personnel assigned to this contract are in compliance with 18 U.S.C. §§ 203, 205, 207, and 208 and 41 U.S.C. §§ 2101-2107. The contractor confirms that any government personnel or former government personnel assigned to this contract who separated from the Strategic Systems Programs (SSP) in the last three years have obtained a post-government-employment opinion letter signed by an SSP Ethics Counselor concerning employment on this procurement.

4. The purpose of this SSP H-2 Employment of Government Personnel or Former Government Personnel is to alert the government to situations involving government personnel or former government personnel or activities that may be a conflict of interest, an appearance of a conflict of interest, or a violation of law (including, but not limited to, 18 U.S.C. §§ 203, 205, 207, and 208 and 41 U.S.C. §§ 2101-2107), regulation, or government policy, and to confirm that no such conflict of interest or violation exists. If a question arises as to the existence of such a conflict, appearance of a conflict, or violation, the offeror or contractor has the burden of establishing that no such conflict, appearance of a conflict, or violation exists.

**H-6 Organizational Conflicts of Interest (Mar 2021)** (Applicable for all purchase orders/subcontracts.)

1. For purposes of this contract, "organizational conflict of interest" means the definition of that term in FAR Part 2.

2. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest. If the Contractor discovers an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. Such disclosure shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict.

3. The Contractor shall ensure that the requirements of this SSP H-6 Organizational Conflicts of Interest are incorporated in all subcontracts, at all tiers, and all other agreements which relate to the performance of this contract.

**H-7 Contractor Personnel (Sep 2010)** (Applicable for all purchase orders/subcontracts.)

Contractor personnel shall (a) identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel, and (b) identify themselves as contractor personnel in telephone conversations and in formal and informal written correspondence with Government personnel.

**H-10 Subcontracting Plan (MAY 2000)**

If the Contractor has submitted a subcontracting plan in connection with this procurement, the agreed upon

subcontracting plan is hereby incorporated by reference in this contract. If a subcontracting plan is required for this contract, and the Contractor has an approved comprehensive subcontracting plan, the approved comprehensive subcontracting plan is hereby incorporated by reference in this contract. If this contract is a letter contract containing the "Small Business Subcontracting Plan" clause, the Contractor shall submit a subcontracting plan pursuant to such clause as soon as practicable after execution of the contract. The plan shall be submitted early enough to permit negotiation of the final plan within ninety days after execution of this letter contract or before definitization, whichever is earlier.

**H-11 Wood Packaging Material (MAR 2021)** (Applicable for all purchase orders/subcontracts.)

1. Except as indicated in paragraph 2 below, the Contractor shall ensure that all wood packaging material (WPM) that is used under or in connection with this contract and any subcontract shall (a) be heat-treated and certified by an agency accredited by the American Lumber Standards Committee (ALSC) in accordance with the WPM requirements; and (b) otherwise comply with the WPM requirements. The Government has the right to reject and return at the Contractors expense deliveries that do not meet WPM requirements.

2. This SSP H-11 Wood Packaging Material does not apply to WPM to the extent it is exempt from provisions of the WPM requirements.

3. The following definitions apply:

(a) wood packaging material or WPM has the meaning used in the WPM requirements.

(b) WPM requirements means the current versions of all of the following:

(1) International Standards for Phytosanitary Measures (ISPM No. 15), Regulation of Wood Packaging Material in International Trade, Secretariat of the International Plant Protection Convention, Food and Agriculture Organization of the United Nations;

(2) American Lumber Standard Committee (ALSC) Wood Packaging Material Policy;

(3) ALSC Wood Packaging Material Enforcement Regulations;

(4) DoD 4140.65-M, Issue, Use, and Disposal of Wood Packaging Material (WPM); and

(5) 7 C.F.R. 319.40-1 through 319.40-11.

**H-12 Contractor's Employees and Representatives in the United Kingdom (U.K.) (FEB 2015)**

(Applicable if Seller will be performing any work in the United Kingdom.)

1. If any work is performed in the U.K., the Contractor shall ensure that its employees and the employees of its

subcontractors learn and comply with (a) the rules, regulations, and requirements of the place in the U.K. where the work is performed, and (b) the security regulations and requirements of the U.K. Ministry of Defence. If a

Contractor or subcontractor employee is not qualified to perform the required work or is otherwise unsuitable, the

Contracting Officer may direct that such employee be returned to the United States and replaced with a qualified and suitable employee.

2. The United States has an obligation to assure that the work under this contract for the benefit of the U.K is

consistent with the terms of this contract and the Polaris Sales Agreement. Accordingly, Contractor epresentatives in the U.K. shall abide by the requirements of SSPINST 5450.8, as amended. If an amendment to SSPINST 5450.8 causes an increase or decrease in the cost of performing this contract, an equitable adjustment shall be made in accordance with the procedures of the "Changes" clause. Such equitable adjustment shall include an adjustment in fee or profit only at the discretion of the Contracting Officer.

**H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services Pursuant to the Polaris Sales Agreement (PSA) (Mar 2021)** (Applicable if this purchase order/ subcontract involves the export of defense services as defined in the ITAR.)

This SSP H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services Pursuant to the Polaris Sales Agreement (PSA) applies to the extent this contract involves the export of defense services as defined by 22 CFR 120.9, to the Government of the United Kingdom and/or United Kingdom contractors N0003022C0100 (smachuls22848) Page 182 of 250 participating in the Trident II D5 program pursuant to the PSA. In accordance with the letter of R.S. Kovac, Managing Director, Bureau of Political-Military Affairs, Office of Defense Trade Controls, United States Department of State, dated August 19, 2008, citing the authority at 22 CFR 125.4(b)(11) for the export of technical data and 22 CFR 126.6(c)(7) (superseded by 22 CFR 126.6(c)(6), 79 FR 77885, Dec. 29, 2014) for the export of defense services, the information in this SSP H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services Pursuant to the Polaris Sales Agreement (PSA) is provided for the purpose of complying with 22 CFR 126.6(c)(6)(i) for the export of defense services to the Government of the United Kingdom and United Kingdom contractors. Subcontracts that intend to utilize the ITAR exemption at 22 CFR 126.6(c)(6) must include the applicable information required by 22 CFR 126.6(c)(6)(i), as set forth below:

a. The scope of the defense service to be transferred: The scope is described in Section C of the contract.

b. The FMS case identifier: “UZ-P-BAR” - Polaris Sales Agreement of April 6, 1963 (TIAS 5313), as amended by the Trident Weapon System Agreement of October 19, 1982 (TIAS 10549).

c. The foreign recipients of the defense service: Government of the United Kingdom and United Kingdom contractors participating in the Trident II D5 program.

d. Other United States or foreign parties that may be involved and their roles/responsibilities: Potential recipients of defense services include the United States Navy (provider of program management and technical oversight) and contractors and subcontractors participating in the Trident II D5 program (providers of supplies or services).

e. Specified period of duration in which the defense service may be performed.

**H-14 Non-Disclosure Agreements (Mar 2021)** (Applicable for all purchase orders/subcontracts.)

The Trade Secrets Act, 18 U.S.C. § 1905, prohibits Government employees from making unauthorized disclosures of a contractor's or subcontractor's proprietary information. Government employees shall not be required to sign a non-disclosure agreement or any other document, or to furnish personal or biographical information or documents, as a condition to gaining access to a contractor's or subcontractor's data or other information needed to perform their official duties. The Contractor shall include, and ensure inclusion of, this SSP H-14 Non-Disclosure Agreements, suitably modified to identify the parties, in all subcontracts at all tiers.

**H-15 Insurance (JUL 2003)** (Applicable if this purchase order/subcontract involves work on a Government installation.)

For purposes of the Insurance -- Work on a Government Installation clause, FAR 52.228-5, the kinds and

minimum amounts of insurance required under this contract are those specified in FAR 28.307-2.

**H-16 Earned Value Management System Requirements (MAR 2021)** (Applies only if EVMS is required for the Contract, in accordance with DFARS 252.234-7002. Contact the Procurement Representative for applicability.)

1. This SSP H-16 Earned Value Management System Requirements applies only to contract line items to which the Earned Value Management System clause, Defense Federal Acquisition Regulation Supplement (DFARS) 252.234-7002, applies. The contract line items to which this SSP H-16 Earned Value Management System Requirements applies are referred to below as the CLINs.

2. The following is hereby inserted into the statement of work of the CLINs:

(a) Contractor Integrated Performance Management. The Contractor shall establish, maintain, and use in the performance of this contract an integrated performance management system. Central to this integrated system shall be an Earned Value Management System (EVMS) in accordance with DFARS 252.234-7001, DFARS 252.234-7002, DFARS 252.242-7005, and the EVMS guidelines contained in Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748-C). To establish the integrated performance management system, the EVMS shall be linked to and supported by the Contractors management processes and systems to include the Integrated Master Plan (IMP), Integrated Master Schedule (IMS), Contract Work Breakdown Structure (CWBS), change management, material management, procurement, cost estimating, and accounting. The correlation and integration of these systems and processes shall provide for early indication of cost and schedule problems, and their relation to technical achievement. (IPMR CDRL DI-MGMT-81861A approved per Strategic Systems Programs Instruction (SSPINST) 7720.4)

(b) Integrated Baseline Review (IBR). The Contractor shall engage jointly with the Governments program manager in IBRs to evaluate the executability of the contracts planned performance measurement baseline. For any annual contract, the IBR shall be conducted no later than 90 days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. IBRs shall be conducted on subcontracts that meet or exceed the EVM application threshold by the prime contractor with active participation by the Government. (See DFARS 252.234-7002 and SSPINST 7720.4.)

(c) Integrated Master Plan (IMP). The IMP is a mandatory event-based plan depicting the overall structure of the program and the key processes, activities, and milestones. It defines accomplishments and criteria for each event. The Contractor shall manage the execution of the program using the IMP and the associated IMS as day-to-day execution tools and to periodically assess progress in meeting program requirements. The Contractor shall maintain and update the IMP through a sound technical management approach to meet the requirements of the programs Systems Engineering Plan (SEP) to reflect progress, maturity, and changes in the ongoing program. The IMP can be created as a view within the IMS, or using a separate tool.

(d) Integrated Master Schedule (IMS).

(1) The Contractor shall develop and maintain an IMS per the requirements of DI-MGMT-81861A. The IMS shall be directly traceable to the IMP. The schedule shall contain the planned events and milestones, accomplishments, completion criteria, activities, and interdependencies from contract award to the completion of the contract. The Contractor shall quantify risk, at a minimum, in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS risk activity and event. (IPMR CDRL DI-MGMT-81861A approved per SSPINST 7720.4)

(2) No specific format or scheduling technique is prescribed. The IMS shall have the following characteristics:

(i) It shall be traceable to the IMP and the contract work breakdown structure.

(ii) It shall be detailed sufficiently that critical and high risk efforts are identified and planned as realistically to assure executability. The IMS shall be extended and expanded as the contract or agreement unfolds and additional insight is needed (for example, rolling wave detail planning or scope changes).

(iii) It shall include the efforts of all activities, including Contractor or supplier and subcontractor.

(iv) It shall present a current, integrated view of the contract or agreement that is consistent with resource plans, IPMRs, and other approved documentation.

(v) It shall reflect those risks identified and documented in the Contractors risk management plan.

(e) Use of IMP and IMS. The Government shall use the IMP and IMS to evaluate contract performance with respect to the credibility and realism of the Contractors approach to executing the effort within cost and schedule constraints. The Contractor shall report on program progress in accordance with the IMP at each program management review, at selected technical reviews, and at other times at the Governments request.

(f) Contract Work Breakdown Structure (CWBS). The Contractor shall maintain the CWBS and dictionary in accordance with DI-MGMT-81334D using MIL-STD-881D per the CDRL. The CWBS shall provide the basis for further extension by the Contractor to lower levels during the performance of the contract. The Contractor shall extend the CWBS to the appropriate level required to provide adequate internal management, surveillance, and performance measurement, regardless of the reporting level stipulated in the contract for Government visibility. The Contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, schedule and technical performance status to the Government. The Contractor shall analyze the system requirements generated and translate them into a structure representing the products and services that comprise the entire work effort commensurate with the acquisition phase and contract requirements. The Contractor's team or organizational entity responsible for the systems engineering of the system shall prepare the technical elements of the extended CWBS. The Contractor shall update the CWBS during the execution of the contract. More detailed reporting of the CWBS shall be required for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a program. Changes to the CWBS or associated definitions at any reporting level shall require approval by the Contracting Officer via the cognizant Technical Branch and the WBS Steering Group. Changes to the existing WBS structures shall not be requested without documented technical or programmatic rationale.

Applicable Documents Title and Tailored Application

MIL-STD-881D Work Breakdown Structure for Defense Material Items

DI-MGMT-81334D Contract Work Breakdown Structure

(g) Performance Management System. The Contractor shall utilize its existing, internal performance management system to plan, schedule, budget, monitor, manage, and report cost, schedule, and technical status applicable to the contract. The Contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the Contractor's internal management requirements and the requirements of the Government for timely, reliable, and auditable performance information. The Contractor's system shall satisfy the Industry Standards delineated in the EIA-748, the EVM General Provisions of the contract and this Statement of Work (SOW). The Contractor shall not establish a separate or unique internal performance management system for purposes of planning, scheduling, directing, statusing, recording, or reporting progress under this contract. The Contractors system shall meet the guidelines and be maintained in accordance with the requirements of the EVMS Standard as described in this contract, under DFARS clause 252.234-7002, and the Contractors own documented EVMS Description.

(h) Application to Subcontractors. Per SSPINST 7720.4, the Contractor shall flow-down EVM requirements to subcontractors either meeting the applicable thresholds, performing critical tasks, or both. The performance information reported by the subcontractors shall be incorporated and integrated into the Contractor's management systems. The Contractor shall be responsible for reviewing and assuring the validity of all subcontractor reporting.

Applicable Documents Title and Tailored Application

DFARS 252.234-7002 Earned Value Management Systems All

SSPINST 7720.4Earned Value Management Systems and Schedule Requirements for Contracts

(i) Electronic Transmission of Data. The Contractor shall format the deliverable data for electronic data interchange (EDI) as documented in the Integrated Program Management Reporting CDRL data item.

(j) SSPINST 7720.4. Performance under this contract shall be in accordance with the latest version of SSPINST 7720.4, which is hereby incorporated by reference in this SOW, to the extent consistent with law and regulation.

**H-18 Technical Instructions (DEC 2020)**

To the extent this contract is a level-of-effort contract, the following applies:

(a) The Contractor's performance is subject to the technical instructions of SSP. A technical instruction

shall be signed by SP-10, SP-20, SP-30, SP-201, or the Major Program Manager, Conventional Prompt Strike. A

technical instruction must be within the general scope of the contract work. None of the persons identified by the

above SP codes has the authority to and shall not issue any instruction that (1) constitutes an assignment of

additional work under the contract, (2) constitutes a "change" under the "Changes" clause, (3) in any manner causes an increase or decrease in the contract price, estimated cost, fee, or time required for contract performance, or (4) modifies any of the terms, conditions, or specifications of the contract.

(b) If the Contractor believes a purported technical instruction is within one of the prohibited categories

described in paragraph (a) above, the Contractor shall not proceed with the work affected by the purported technical instruction, but shall notify the Contracting Officer in writing within ten working days after receipt of the instruction. The Contracting Officer shall advise the Contractor in writing within ten working days of receipt of such notice that (1) the instruction is a valid technical instruction, or (2) the instruction is rescinded. If the

Contracting Officer advises that the instruction is a valid technical instruction, the Contractor shall immediately

comply with the instruction and proceed with the affected work. If the Contracting Officer has not responded to the Contractor within ten working days, the purported technical instruction shall be considered rescinded. A failure of the parties to agree upon the nature of the instruction shall be considered a dispute subject to the "Disputes" clause. Nothing in this clause shall be construed to excuse the Contractor from performing the contract work that is not affected by the purported technical instruction.

(c) For purposes of this clause, "technical instruction" means (1) a direction to the Contractor which

redirects the contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of

inquiry, fills in details, or otherwise serves to accomplish the contractual statement of work, or (2) a guideline to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work

description.

**H-19 Government-Furnished Property and Other Government-Furnished Support (Mar 2021)**

(Applicable for all purchase orders/subcontracts requiring Government-Furnished Property or Support, provided through the Buyer. Contact the Lockheed Martin Procurement Representative for applicability.)

1. As used in this H-19 Government-Furnished Property and Other Government-Furnished Support, “other government-furnished support” means software, information, or services furnished by the Government to the Contractor for performance of this contract. The Government Property clause, FAR 52.245-1, and the Use and Charges clause, FAR 52.245-9, are deemed to apply to other government-furnished support to the same extent as they apply to government-furnished property.

2. The government-furnished property and other government-furnished support available for use in accordance with the Government Property clause are the following:

(a) the government-furnished property (if any) or other government-furnished support (if any) identified below or in the schedule, specifications, exhibits, and/or attachments, and/or

(b) the property necessary for the performance of this contract that is accountable under the contract(s) listed below and is existing on the effective date of this contract, and whose use is authorized by, and in accordance with the conditions imposed by, the government activity that has cognizance over the property: [NONE]

3. If the Government limits or terminates the Contractor's authority to use the above property or support, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract, unless such limitation or termination is because of the Contractor's fault or failure to perform an obligation under any contract, or because of the Contractor’s use of such property or support under another contract. The Contractor may use other government property or support not identified in paragraph 2 above under this contract only if the Administrative Contracting Officer gives written approval and either rent calculated in accordance with the Use and Charges clause is charged or the contract price or fee is reduced by an equivalent amount.

**H-21 Acquisition Requirements (MAR 2010)** (Applicable for all purchase orders/subcontracts.)

1. If, at the time of contract award, the law, Federal Acquisition Regulation (FAR), Defense Federal Acquisition

Regulation Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), any other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS requires the inclusion of a provision, a clause, or other language in this contract, but such provision, clause, or language has not been included, the government may unilaterally modify the contract at any time to include such provision, clause, or language.

2. If, at the time of contract award, a provision, a clause, or other language in this contract is inconsistent with the

law, FAR, DFARS, NMCARS, any other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS, the government may unilaterally modify the contract at any time to exclude such provision, clause, or

language.

**H-21.2 Disclosure, Use, and Protection of Proprietary Information (Mar 2021)**

(Applicable for all purchase orders/subcontracts.)

1. The Contractor acknowledges that the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents, or other information submitted to the Government in the performance of this contract, which is proprietary to the Contractor.

2. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Contractor or its subcontractors. The Contractor is required to provide full cooperation, working facilities and access to information or facilities to the ISC for the purposes stated in paragraph 1 above.

3. To protect any such proprietary information from unauthorized disclosure or unauthorized use, and to establish the respective rights and duties of both the ISC and the Contractor, the Contractor agrees to enter into a direct agreement with any ISC as the Government requires, which must authorize the Government to independently provide proprietary information to the ISC as required for the performance of Government contracts. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer, through the Lockheed Martin Procurement Representative.

4. The Contractor shall include in each subcontract language requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

**H-21.3 Certification of Eligibility to Receive Export-Controlled Information (MAY 2020)**

(Applicable for all purchase orders/subcontracts.)

If this acquisition contemplates a contract under which the contractor will receive export-controlled information, an offeror must be a Qualified U.S. Contractor in accordance with DoDD 5230.25 to be eligible for award. To meet this requirement, an offeror must maintain a current DD Form 2345, Military Critical Technical Data Agreement. Prior to award, the SSP Contracting Officer shall verify whether the offeror maintains a current DD Form 2345. To facilitate the verification, the offeror shall submit its Joint Certification Program (JCP) Number with its proposal.

**H-22 Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information (Mar 2021)**

(Applicable for all purchase orders/subcontracts.)

1. For purposes of this contract, “Planning, Programming, Budgeting, and Execution information” or “PPBE information” means any information that sets forth defense strategy or proposed plans, programs, or budgets of the Department of Defense, its components, or other government agencies. PPBE information includes, but is not limited to:

(a) Planning Documents and Data Sources

1. Defense Strategy
2. Strategic Planning Guidance

(b) Programming Documents and Data Sources

1. Joint Programming Guidance
2. Fiscal Guidance (when separate from Strategic Planning or Joint Programming Guidance)
3. Program/Budget displays generated through the Program Data Requirements process
4. Program Objective Memorandum/Budget Estimate Submission Future Years Defense Plan (POM/BES FYDP) documents and associated Office of the Director, Program Analysis & Evaluation (OD, PA&E) data systems such as the Defense Programming Database Data Warehouse
5. Program Review Proposals and associated documents, including:
6. Issue Outlines
7. Program Change Proposals
8. Issue Papers/Briefings
9. Issue Summaries
10. Proposed Military Department Program Reductions (or Program Offsets)
11. Tentative Issue Decision Memoranda
12. Program Decision Memoranda
13. Cost Analysis Improvement Group Independent Cost Estimates   
    (c) Budgeting Documents and Data Sources

(1) Component budget submissions, including:

1. Budget Change Proposals
2. Budget Estimate Submissions
3. Justification material in support of a component’s submission

(2) PPBE decision documents, including:

1. Program Budget Decisions
2. Management Initiative Decisions

(3) Reports or the results of queries from the Comptroller Information System or the Procurement, RDT&E and Construction Program systems

(4) Classified P-1, R-1, Procurement Programs, and RDT&E Programs documents

(5) DD 1414, “Base for Reprogramming Action”

(6) DD 1416, “Report of Programs”

1. The Contractor shall not disclose PPBE information obtained in connection with this contract to any person or entity (including, but not limited to, any subcontractor or employee of the Contractor) without written authorization from the Contracting Officer.
2. The Contractor shall promptly notify the Contracting Officer of (a) any unauthorized disclosure of PPBE, or (b) any attempt by any person or entity (including, but not limited to, any subcontractor or employee of the Contractor) to gain unauthorized access to PPBE. Such notification shall identify each person or entity making or receiving the disclosure or each person or entity making the attempt.
3. The Contractor shall ensure that each Contractor employee and each subcontractor employee, who is to have access to PPBE information in connection with this contract, executes a nondisclosure certificate (NC) in the form described in paragraph 6 below. The Contractor shall provide each executed NC to the Contracting Officer. No person shall have access to PPBE information unless his or her executed NC is provided to the Contracting Officer.
4. The Contractor shall ensure that the provisions of this SSP H-22 Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information flow down to each subcontract under this contract.
5. Nondisclosure Certificate: see the following page.

Attn: PPBE Administrator

**PPBE INFORMATION ACCESS**

**NONDISCLOSURE CERTIFICATE**

*Print and read this document, fill it out completely, sign it, and return it to your designated PPBE Administrator.*

*This certificate shall be completed for every contract renewal.*

I shall not disclose Planning, Programming, Budgeting, and Execution (PPBE) information (as defined in the below referenced contract), which is obtained in connection with the below-referenced contract, to any person or entity (including, but not limited to, any subcontractor or employee of the Contractor), without written authorization from the Contracting Officer.

User Information:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Expiration Date (MM/DD/YYYY):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DoD Sponsor Information: (The DoD Sponsor should be either the Contracting Officers Representative (COR)

for the contract or a government manager with oversight of the contractors work that involves PPBE.)

POC Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POC Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POC Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POC Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicants Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (FEB 2019)** (Applicable if Seller will be required to access information which is proprietary to the third-party contractors.)

1. It is the Governments intent to ensure proper handling of sensitive planning, budgetary, acquisition, and

contracting information that will be provided to, or developed by, the Contractor during contract performance. It is also the Governments intent to protect the proprietary rights of third-party contractors whose data the Contractor may receive in the performance of the contract.

2. Accordingly, the Contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to

anyone or any organization not authorized access to such information without the express written approval of the

Contracting Officer. The Contractor shall require that each of its employees assigned to work under this contract,

and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The Contractor shall also require all future company employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the Contractor to secure nondisclosure agreements from its employees may be satisfied by having each employee sign one nondisclosure agreement for the term of their employment, without the need to sign separate nondisclosure agreements for each individual contract which the employee will support. The Contractor will make copies of these individual agreements available to the Contracting Officer upon request.

3. The Contractor may be required to access information which is proprietary to the following third-party contractors in the performance of this contract:

Charles Stark Draper Labs

Johns Hopkins Applied Physics Lab

Sandia National Laboratories

4. The Contractor agrees to enter into agreements with the third-party contractors identified above to: (a) protect

such proprietary information from unauthorized use or disclosure for as long as the information remains proprietary; (b) refrain from using the information for any other purpose other than support the Government contract for which it was furnished, and (c) permit the Government to independently provide such proprietary information to the Contractor subject to the restrictions of this clause. Prior to contract award, the Contractor shall provide a properly executed copy of the such agreement(s) to the Contracting Officer in accordance with FAR 9.505-4.

5. The Contractor agrees to include in each subcontract a clause requiring compliance by the subcontractor and

succeeding levels of subcontractors with the terms and conditions herein.

6. The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every

claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the

misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with

restrictive legends received in the performance of this contract by the Contractor or any person to whom the

Contractor has released or disclosed the data.

7. Any changes to the third-party contractor list above, which requires the Contractor to enter into a new direct

agreement, will be communicated via contract modification. The Contractor will not be provided access to the

additional third-party contractors proprietary information until such time as a properly executed copy of the

agreement is provided to the Procuring Contracting Officer in accordance with FAR 9.505-4.

# FAR Clauses

**52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KAPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)**

**52.215-2, ALT II AUDIT AND RECORDS -- NEGOTIATION (AUG 2016)** (Alternate II also applies in cost reimbursement purchase orders/subcontracts if Seller is an educational institution, state or local government or non-profit institution.)

**52.215-12, Subcontractor Certified Cost or Pricing Data (DEVIATION) (OCT 2021)** (The version of the

clause in DoD Class Deviation 2022-O0001 applies in lieu of the standard FAR version of the clause. <https://www.acq.osd.mil/dpap/policy/policyvault/USA002033-21-DPC.pdf>)

**52.215-13, Subcontractor Certified Cost or Pricing Data–Modifications (DEVIATION) (OCT 2021)** (The version of the

clause in DoD Class Deviation 2022-O0001 applies in lieu of the standard FAR version of the clause. <https://www.acq.osd.mil/dpap/policy/policyvault/USA002033-21-DPC.pdf>)

**52.216-7, ALLOWABLE COST AND PAYMENT (AUG 2018)**

**52.216-7, ALT I ALLOWABLE COST AND PAYMENT (FEB 1997)** (Applies if the contract is a construction contract and contains the clause at 52.232–27, Prompt Payment for Construction Contracts.)

**52.216-7, ALT II ALLOWABLE COST AND PAYMENT (AUG 2012)** (Applies if the contract is with an educational institution.)

**52.216-7, ALT III ALLOWABLE COST AND PAYMENT (AUG 2012)** (Applies if the contract is with a State or local government.)

**52.216-7, ALT IV ALLOWABLE COST AND PAYMENT (AUG 2012)** (Applies if the contract is with a nonprofit organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122.)

**52.216-8 FIXED FEE (JUN 2011)** (Applies only to cost-reimbursement type contracts.)

**52.216-9 FIXED FEE -- CONSTRUCTION (JUN 2011)** (Applies only to cost-reimbursement construction contracts.)

**52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)** (Applicable if this purchase order/subcontract is a fixed price incentive contract. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the purchase order/subcontract.)

**52.219-9 Small Business Subcontracting Plan (NOV 2021)** This clause applies in lieu of 52.219-9 (SEP 2021 or JUN 2020)

**52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-7 WITHHOLDING OF FUNDS (MAY 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States. "Contracting Officer" means "Lockheed Martin.")

**52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-9 APPRENTICES AND TRAINEES (JUL 2005)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for construction within the United States. The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph.")

**52.222-12 CONTRACT TERMINATION -- DEBARMENT (MAY 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-16 APPROVAL OF WAGE RATES (MAY 2014)** (Applicable if Seller will be performing construction work. "Government" means "Lockheed Martin.")

**52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that exceed $10,000 and involve construction work.)

**52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS -- PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, is subject to the Construction Wage Rate Requirements statute and contains provision for Option(s) to extend the term of the purchase order/subcontract. "Contracting Officer" means "Lockheed Martin.")

**52.222-50, ALT I COMBATING TRAFFICKING IN PERSONS (MAR 2015)** (Applies only if the contract will be performed outside of the United States.)

**52.223-13 ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUN 2014**) (Applicable if Seller will be delivering imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners), acquired by Seller for use in performing services at a Federally controlled facility; furnished under the prime contract for use by the Government.)

**52.223-14 ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS (JUN 2014)** (Applicable if Seller will be delivering televisions, acquired by Seller for use in performing services at a Federally controlled facility; furnished under the prime contract for use by the Government.)

**52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)** (Applicable if Seller will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

**52.224-2 PRIVACY ACT (APR 1984)** (Applicable if Seller will be required to design, develop, or operate a system of records.)

**52.225-9 BUY AMERICAN ACT -- CONSTRUCTION MATERIALS (NOV 2021)** This clause applies in lieu of 52.225-9 (FEB 2021)

**52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020)** (Applies only to subcontracts for service, or sale of food in the United States.)

**52.227-3, ALT I PATENT INDEMNITY (APR 1984)** (Applies if the contract requires delivery of items that are not commercial items.)

**52.227-3, ALT II PATENT INDEMNITY (APR 1984)** (Applies if the contracting officer determines after consultation with legal counsel that limitation of applicability of the clause would be consistent with commercial practice.)

**52.227-4 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction or is a fixed-price purchase order/subcontract and the scope of work includes dismantling, demolition, or removal of improvements.)

**52.228-3 WORKERS' COMPENSATION INSURANCE (JULY 2014)** (Applicable if the Defense Base Act (42 U.S.C. 1651, et seq.) applies to this purchase order/subcontract.)

**52.229-8 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)** (Applicable if this is a cost reimbursement purchase order/subcontract where the work will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin."  The blanks in paragraph (a) are completed with "the foreign country in which this purchase order/subcontract is performed.")

**52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)** (Applies if the contract is for construction.)

**52.232-16, Progress Payments (DEVIATION) (NOV 2021)** (The version of the clause in DoD Class Deviation 2020-O0010 applies in lieu of the standard FAR version of the clause. Applicable where progress payments will

be paid to Seller. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means

"Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs

(d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin

and the Government.")

**52.232-17 INTEREST (MAY 2014)** (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause. “Government” means “Lockheed Martin.”)

**52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)** (Applicable for all purchase orders/ subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin.")

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013**) (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where software or services will be retransferred to the Government.)

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)** (Applicable for all purchase orders/subcontracts with small business concerns.)

**52.233-3, ATL I PROTEST AFTER AWARD (JUN 1985)** (Applies only to cost-reimbursement type purchase orders/subcontracts.)

**52.236-4 PHYSICAL DATA (APR 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Government" means "Lockheed Martin.")

**52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where sellers will be required to obtain permits for construction work. "Government" means "Lockheed Martin.")

**52.236-8 OTHER CONTRACTS (APR 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Government" and "Contracting Officer" means "Lockheed Martin.")

**52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Government" and "Contracting Officer" mean "Lockheed Martin.")

**52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Government" and "Contracting Officer" mean "Lockheed Martin.")

**52.236-17 LAYOUT OF WORK (APR 1984)** (Applies if the contract is for construction.)

**52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

**52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)** (Applicable if this purchase order/subcontract is for information technology, and/or for the design development, or operation of a system of records using commercial information technology services or support services.)

**52.242-15, ALT I STOP-WORK ORDER (AUG 1984)** (Applies only to cost-reimbursement type contracts.)

**52.243-1, ALT II CHANGES -- FIXED-PRICE (APR 1984)** (Applies if the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished.)

**52.243-1, ALT V CHANGES -- FIXED-PRICE (APR 1984)** (Applies if the requirement is for transportation services.)

**52.243-2, ALT II CHANGES -- COST-REIMBURSEMENT (APR 1984)** (Applies if the requirement is for services and supplies are to be furnished.)

**52.243-2, ALT III CHANGES -- COST-REIMBURSEMENT (APR 1984)** (Applies if the requirement is for construction.)

**52.243-2, ALT V CHANGES -- COST-REIMBURSEMENT (APR 1984)** (Applies if the requirement is for research and development.)

**52.243-4, Changes (Jun 2007)** (Applicable for all purchase orders/subcontracts where the scope of work includes demolition or construction work. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (5) "Delivery schedule.")

**52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984) )** (Applicable for all purchase orders/subcontracts where the scope of work includes construction work. "Contracting Officer" means "Lockheed Martin." The reference to the Disputes clause in paragraph (e) is deleted.)

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)** This clause applies in lieu of 52.244-6 NOV 2020.

**52.245-9 USE AND CHARGES (APR 2012)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through Lockheed Martin.)

**52.246-3 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)**

**52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)**

**52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)** (Applicable if Seller has a cost reimbursable purchase order/subcontract and will be performing research and development work. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.)

**52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)** (Applicable if Seller does not have a cost reimbursable purchase order/subcontract and will be performing research and development work. "Government" means "Lockheed Martin and the Government.")

**52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)** (Applicable for all purchase orders/subcontracts where the scope of work is for fixed-price construction and exceeds the simplified acquisition threshold. “Government" means "Lockheed Martin and the Government" except in paragraphs (f), (g), and (i) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

**52.246-26 REPORTING OF NONCONFORMING ITEMS (NOV 2021)** This clause applies in lieu of 52.246-26 (JUN 2020)

**52.248-3 VALUE ENGINEERING -- CONSTRUCTION (OCT 2020)** (Applicable for all purchase orders/subcontracts in excess of $75,000 for construction. "Government" means "Lockheed Martin or the Government” except in paragraph (i) where the term is unchanged. "Contracting Officer" means "Lockheed Martin and the Contracting Officer.”)

**52.249-6, ALT I TERMINATION (COST-REIMBURSEMENT) (SEP 1996)** (Alternate I will apply if this purchase order/subcontract is for construction.)

**52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)**

# DFARS Clauses

**252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where performance requires routine physical access to a Federally-controlled facility or military installation.)

**252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)** (Applicable for all purchase orders/subcontracts that are subject to the provisions of the U.S.-International Atomic Energy Agency Additional Protocol.)

**252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM (OCT 2015)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for systems engineering and technical assistance for a major defense acquisition program or a pre-major defense acquisition program that equals or exceeds both the certified cost or pricing data threshold and 10 percent of the value of the contract under which the subcontracts are awarded; or $55 million.)

**252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)** (Applicable when the purchase order/subcontract includes one or more items designated by the design control activity as critical safety items.)

**252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)** (Applicable for purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the seller will be in the possession of Government property for the performance of the purchase order/subcontract. If Lockheed Martin will assume responsibility for marking the property, the clause may be excluded from the purchase order/subcontract.)

**252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019)** (Applicable if Seller participates in the DoD test program described in DFARS 219.702-70.)

**252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)** (Only applies to subcontracts that require the delivery of specialty metal as an end item under the subcontract.)

**252.225-7013, Duty-Free Entry (DEVIATION) (JUL 2020)** (The version of the clause in DoD Class Deviation

2020-O0019 applies in lieu of the standard FAR version of the clause.)

**252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, requires the delivery of hand or measuring tools.)

**252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items,. The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government."  Subparagraph (b)(2) is deleted.)

**252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**

**252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)** (Applicable for all purchase orders/subcontracts for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.)

**252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (DEVIATION 2020-O0006) (OCT 2020)** (The version of the clause in DoD Class Deviation

2020-O0006 applies in lieu of the standard FAR version of the clause.) (Only applies to subcontracts that are for items containing a covered material, including subcontracts and other contractual instruments for commercial items, unless an exception in paragraph (c) of the clause applies.)

**252.227-7013, ALT I RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (JUN 1995)**(Alternate II will apply if this purchase order/subcontract is for the development or delivery of a vessel design or any useful article embodying a vessel design.)

**252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)** (Only applies to subcontracts which require the delivery of drawings.)

**252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (SEPT 2015)** (Only applies to subcontracts in excess of $20,000,000.)

**252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)** (Only applies to subcontracts in excess of $50,000,000.)

**252.236-7000 MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)** (Applicable for all construction purchase orders/subcontracts.)

**252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that may require Seller personnel to interact with detainees in the course of their duties.)

**252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)** (Applicable if classified work is required. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)** (Applicable if Seller will be accessing DoD Information Systems.)

**252.239-7010 CLOUD COMPUTING RESOURCES (OCT 2016)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that involve or may involve cloud services, including subcontracts for commercial items.)

**252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)** (Applicable if this purchase order/subcontract requires securing telecommunications.)

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)** (Applicable for all purchase orders/subcontracts over $150,000. “Government” means “Lockheed Martin.”)

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)** (Applicable for purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the items furnished by Seller will be subject to serialized tracking.)

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, containing the clause at 52.245-1, Government Property. "Contracting Officer" means “Lockheed Martin.”)

# NMCARS Clauses

**5252.223-9000 DoN ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (OCT 1997)** (Applicable if Seller is required to store ammunition and/or explosives in support of this purchase order/subcontract.)