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.

**COOLR IDIQ Performance Work Statement**

**Annex A: Cross-Utilization of Government Owned Property (Oct 2019)** (Applicable if this purchase order/subcontract includes the use of Government owned property.)

a. Authorization is given for the cross-utilization of all Government Property (GP) including Contractor-Acquired, Government-Owned Property (CAGP) (CAGP includes special tooling, special test equipment, plant equipment, and facilities) accountable to the contracts listed below on a rent-free, non-interference (RFNI) basis, unless use is otherwise restricted (e.g., restricted rights software and COMSEC equipment/material). In the event of a usage conflict between the owning contract and the using contract, the owning contract shall have precedence.

1. F04701-02-C-0002 AEHF SV1-4

2. FA8808-12-C-0010 AEHF SV5/6 PRODUCTION

b. The Contractor's costs are predicated upon the availability of certain Government Property under this contract. Should unavailability arise solely as a result of Government direction, the Government will consider an equitable adjustment to the price, schedule, and terms and conditions of this contract, if required.

c. All shipments and transfers will be documented by a DD Form 1149. Government approval is not required for changes in location of GP/CAGP accountable to the aforementioned contracts. Government approval shall be obtained for each transfer of accountability.

d. The Contractor is authorized to transfer residual Government-owned parts and material items among these contracts in accordance with Government-approved company material management accounting system procedures. Records related to transfer of residual parts and material among these contracts are subject to periodic Government review and/or audit. If material or residual part is expended or damaged by the borrowing agency, then they will reimburse the owning agency for the costs of the material or residual part.

e. This special contract requirement will be flowed down to all lower tier subcontracts that include the use of Government owned property.

**Annex B: Interdependency Between AEHF 5/6 Production (FA8808-12-C-0010), AEHF SV4 Production (F04701-02-C-0002), and Combined Orbital Operations Logistics and Resiliency (FA8823-20-D-0001) (Oct 2019)**

a. It is agreed that the Contractor's costs are predicated upon interdependencies between the contracts as identified in the COOLR Task Order Performance Work Statements. Interdependency is limited to the impacts identified here. No terms of the other contracts listed are incorporated in this contract. No terms of this contract are incorporated into the other contracts listed.

b. In the event that Space Vehicle 5/6 Production are Terminated for Convenience and this contract is not Terminated for Convenience, then the Contractor may submit, and the Government shall consider, a request for an equitable adjustment to the target price, schedule, and terms and conditions of this contract.

c. In the event the Government directs or causes a change to Space Vehicle 5/6 Production that materially impacts the price, schedule, or terms and conditions of this contract, then the Contractor may submit, and the Government shall consider, a request for an equitable adjustment to the target price, schedule, and terms and conditions of this contract.

**Full Text Clauses**

**Section H – Special Contract Requirements**

**H101 ENABLING**  **REQUIREMENTS FOR GOVERNMENT PROGRAM CONTRACTS REQUIRING INTERFACE WITH AEROSPACE FFRDC CONTRACT SUPPORT (Jun 2019)** (Applicable for all purchase orders/subcontracts.)

a. This contract covers part of a program which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with The Aerospace Corporation, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC), for the services of a technical group that will support the DoD/U.S. Government program office by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various Department of Defense (“DoD”) organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.

1. General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and tradeoffs; definition of interfaces; review of hardware and software, including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance through meetings with contractors and subcontractors, exchange and analysis of information on progress and problems; review of plans for future work; developing solutions to problems; technical alternatives for reduced program risk; providing comments and recommendations in writing to the applicable DoD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

2.Technical Review (TR) includes the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the applicable Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.

3. Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which The Aerospace Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.

b. In the performance of this contract, the contractor agrees to cooperate with The Aerospace Corporation by 1) responding to invitations from authorized U.S. Government personnel to attend meetings; 2) by providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and schedule and milestone data, all in their original form or reproduced form and including top-level life cycle cost\* data, where available; 3) by delivering data as specified in the Contract Data Requirements List; 4) by discussing technical matters relating to this program; 5) by providing access to Contractor facilities utilized in the performance of this contract; 6) and by allowing observation of technical activities by appropriate technical personnel of The Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts: (i) are authorized access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office; (ii) are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program; and (iii) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.

c. The contractor further agrees to include in all subcontracts a clause requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this Enabling Clause, subject to coordination with the contractor, except for subcontracts for commercial items or commercial services. This agreement does not relieve the contractor of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors or suppliers, except as indicated in paragraph (d.) below.

d. The Aerospace Corporation shall protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Master Non-disclosure Agreement The Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Master Non-disclosure Agreement satisfies the Nondisclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and supplier are intended third-party beneficiaries under the Master Non-disclosure Agreement and shall have the full rights to enforce the terms and conditions of the Master Non-disclosure Agreement directly against The Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby waives any requirement for The Aerospace Corporation to enter into any separate company-to-company confidentiality or other non-disclosure agreements.

e. Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know, and Aerospace shall maintain between itself and the foregoing binding agreements of general application as may be necessary to fulfill their obligations under the Master Non-disclosure Agreement referred to herein, and Aerospace agrees that it will inform contractors, subcontractors, and suppliers if it plans to use consultants, or contract labor personnel and, upon the request of such contractor, subcontractor, or supplier, to have its consultants and contract labor personnel execute non-disclosure agreements directly therewith.

f. The Aerospace Corporation personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

1. Technical direction under this contract will be given to the contractor solely by SMC.

2. Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer or a Supplemental Agreement signed by both the Contracting Officer and the contractor will be issued.

\* Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

**H102 ENABLING CLAUSE FOR PRIME AND SUPPORT CONTRACTOR RELATIONSHIPS (Sep 2019)** (Applicable for all purchase orders/subcontracts.)

(a) The Government has or may enter into contracts with one or more of the following companies, or successor(s), to provide Advisory and Assistance Services (A&AS), and/or Systems Engineering and Technical Assistance (SETA), and/or Systems Engineering and Integration (SE&I), and/or Operations and Maintenance (O&M). Non Disclosure Agreements (NDA) shall be executed within 30 days after contract award of this contract or after notification of a new contract award to a successor of the contractors listed below:

Arctic Slope Research Corporation

Boeing

Booz Allen Hamilton

BTAS, Inc.

Harris

Infinity Systems Engineering

Johns Hopkins University Applied Physics Laboratory

Kratos Defense and Security Solutions

LinQuest Corporation

MCR Federal, LLC

MIT Lincoln Laboratory

MITRE

Odyssey

OMNI Consulting Solutions

Northrop Grumman

Raytheon

Sonalysts

WPL, Inc

(b) In the performance of this Contract, the Contractor agrees to cooperate with the companies listed above (hereafter referred to as (A&AS/SETA/SE&I/O&M). Cooperation includes allowing observation of technical activities by appropriate A&AS/SETA/SE&I/O&M technical personnel, discussing technical matters related to this program and responding to invitations from authorized A&AS/SETA/SE&I/O&M personnel to attend meetings.; A&AS/SETA/SE&I/O&M personnel engaged In general systems engineering and integration effort are normally authorized access to any technical information pertaining to this Contract. However, exceptions, such as the case where the Contractor seeks to preclude A&AS/SETA/SE&I/ O&M personnel from having access to Contractor trade secrets, will be handled on a case-by-case basis. If the Contractor seeks to limit distribution of data to Government personnel only, the Contractor must submit this request in writing to the Contracting Officer. If the Contractor requires a separate confidentiality agreement be signed directly with any A&AS/SETA/SE&I/O&M, the Government will refrain from distribution of such data until an appropriate agreement is established.

(c) The Contractor further agrees to include in each subcontract a clause requiring compliance by the Subcontractor and succeeding levels of Subcontractors with the response and access provisions of paragraph (b) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage the Subcontracts effectively and efficiently, nor is it intended to establish privity of Contract between the Government or A&AS/SETA/SE&I/O&M and such Subcontractors. Subcontractors may require a separate NDA be signed directly with any A&AS/SETA/SE&I/O&M personnel. All NDA and confidentiality agreements shall be provided to the Contracting Officer.

(d) A&AS/SETA/SE&I/O&M personnel are not authorized to direct the Contractor in any manner.

(e) A&AS/SETA/SE&I/O&M Contracts will contain an organizational conflict of interest clause that requires the A&AS/SETA/SE&I/O&M Contractor to protect Contract data and prohibits the A&AS/SETA/SE&I/O&M Contractor from using such data for any purpose other than that for which the data was presented.

(f) Financial data is defined as information associated with the internal workings of a company or Contractor that is not specific to a project or program. Financial data shall only be provided to the below listed Companies or successor contractors, as identified by the Contracting Officer, unless otherwise mutually agreed to by the parties:

1. BTAS, Inc.

2. MCR Federal, LLC

3. OMNI Consulting Solutions

**H104 TECHNICAL AND COMPUTER SOFTWARE DATA RIGHTS REVIEW AND SALE (Apr 2019)** (Applicable for all purchase orders/subcontracts where the total value exceeds 10% of the prime contract value.)

(a) The contractor shall conduct a thorough business review and a good faith consideration of the sale of additional Technical and Computer Software Data Rights to the Government three years into the period of performance of the COOLR IDIQ contract if options have been exercised through Option Period 2.

(b) Meeting(s) shall be conducted at least annually, and no more than quarterly, at the request of the Government to discuss the results of the business review and consideration of Technical and Computer Data Rights at the direction of the Contracting Officer.

(c) The business review, consideration, and any associated costs will be covered by an active Core Sustainment Task Order.

(d) The above requirements shall be included in all subcontracts, teaming arrangements, and other agreements where the total value exceeds 10% of the contract value unless excused in writing by the Contracting Officer.

**H105 Public Private Partnership – Partnering with Air Logistics Centers (ALCs) (Apr 2015)** (Applicable if this purchase order/subcontract is issued against Task Order FA8823-20-F-2001 where Sellers, at the appropriate tier, have a Partnership Agreement (PA) or Implementation Agreement (IA) with Air Force Logistics Center for this prime contract.)

1. *Purpose*: This clause is established to provide guidance and facilitate the implementation of Public Private Partnerships (PPPs) between the Government, the Contractor, and Air Force Logistics Centers, hereinafter referred to as, “OO-ALC.” Terms and conditions for PPPs are established through a Partnering Agreement between Lockheed Martin Corporation and Ogden Air Logistics Center OO-LMC-FY08-01 in order to place work through Partnership Agreements (PA) or Implementation Agreements (IA).

2. *Authority*: The Contractor is authorized to enter into PPPs with OO-ALC pursuant to appropriate statutory authority such as,

a) 10 USC Section 2208 (j), Working-capital funds, (Competition for subcontract workload for a DOD production contract);

b) 10 USC Section 2563, Articles and services of industrial facilities: sale to persons outside the Department of Defense (Non-DOD Sales);

c) 10 USC Section 2667, Leases: non-excess property of military departments (Leases);

d) 10 USC Section 2474, Centers of Industrial and Technical Excellence: designation; public-private partnerships (CITE partnerships);

e) 22 USC Section 2770, General authority (Sale of defense articles/services to US companies for end item sales to friendly foreign countries); and

f) Federal Acquisition Regulation (FAR) Part 45. 3, Authorizing the Use and Rental of Government Property (Government Furnished Property (GFP)).

g) 10 USC Section 2539b, Availability of samples, drawings, information, equipment, materials, and certain services (Commercial Test Agreements (CTAs)).

In a PPP which is negotiated under the authority of the foregoing statutes, the OO-ALC performs as a seller of goods and services.

3. *Flow-down Requirement*: The Contractor shall insert the substance of this clause in its subcontracts where such subcontractors, at the appropriate tier, have a PA/IA with OO-ALC for this contract.

4. FAR Non-Applicability: Pursuant to FAR 1.104, FAR Applicability, PAs/IAs fall outside the applicability of the FAR and agency supplements thereto, because the FAR applies to contracts where the Government party functions as a buyer. No clause or provision contained in the FAR or the DOD/Other Agency Supplement thereto, or any Presidential Executive Order (EO) otherwise applying to the conduct of acquisition from Non-Federal contractors, which is specifically included in this contract, shall apply to any PA/IA issued to an ALC, or to any other contractual vehicle placed by the Contractor with an ALC, providing a supply/service under this contract, except as may be expressly included by mutual consent. Inclusion of any FAR or agency supplement clause or requirement shall be a subject of negotiation between the buyer (Contractor) and the seller (ALC).

a) The Truth in Negotiations Act, 10 U. S. C. Section 2306a, as amended, (hereinafter referred to as TINA) and its implementing regulations/clauses, do not apply to any ALC performing under this contract. Accordingly, the Government agrees:

i. The portion of the Contractors contract price that consists of costs relating to work performed by an ALC need not be supported by the submission of certified cost or pricing data;

ii. Requirements for submission of “subcontractor cost or pricing data,” and performance of a cost analysis on said data by the Contractor are inapplicable to cost or pricing data submitted by an ALC under PAs/IAs and,

iii. The absence of such certified data shall not form the basis, directly or indirectly, for a claim by the Government of defective pricing against the Contractor.

However, the Contractor is still required to perform a technical analysis of PA/ IA proposals in order to determine proposal completeness.

b) The Contracting Officer will not consider the cash advances required by the terms of the PA/IA to be Advanced Payments under FAR Part 32.4.

c) Pricing guidance for sales of goods/services by the ALCs provided to the Contractor under a PA/IA is set forth in the DOD 7000. 14-R, Financial Management Regulation (DFMR), Volume 2B, Chapter 9, paragraph 090109, Public Private Partnerships at Defense Working Capital Fund Depot Maintenance Activities.

d) When appropriate to the scope and risks associated with the subject contract, OO-ALC may elect to accept incremental “advance payment” pursuant to DFMR 70001.14-R, Vol. 2B, 090109, Subparagraph E.

e) FAR Part 32.4 will continue to apply with respect to any Advanced Payments by the Government (as the buyer) for the exclusive benefit of the Contractor under this contract.

5. *Release of Responsibility*: Notwithstanding any clause or provision in this contract, including but not limited to the “Excusable Delays” and “Termination/Default” clauses, the Government agrees not to hold Contractor responsible, directly or indirectly, for the delay, non-performance, or other noncompliance of any work required under this contract to the extent such delay, non-performance, or non-compliance is attributable to the action or inaction of ALC performing a PA/IA related to Contractor’s performance obligations under this contract.

a) Such delay, non-performance, or other non-compliance determined by the Government to be attributable to the ALC in performing such PA/IA, shall be considered to be an excusable delay or noncompliance. The Government will determine if an equitable adjustment in the performance period and/or cost/price of this contract will be provided by the Government to Contractor if so requested by the Contractor, and where Contractor can demonstrate ALC’s fault (quantum and entitlement) as required by the Disputes clause in this contract. Further, such delay, nonperformance, or non-compliance shall not be used by the Government, in whole or in part, as the basis for termination for default, withholding of payments, withholding or reduction of incentive fees, or the assessment of liquidated damages by the Government under this contract. Any disagreement with the Contracting Officer’s final decision regarding an equitable adjustment is subject to the Disputes clause.

b) Such delay, non-performance, or non-compliance attributable to ALC shall not be used, in whole or in part, by the Government as a basis for,

i. An adverse rating of Contractor under the Contractor Performance Assessment Review System (CPARS) for its performance under this contract;

ii. An adverse rating of Contractor under the COOLS Incentive Fee Plan;

iii. Debarment or Suspension of Contractor from business with the Government or proposing Contractor for debarment or suspension;

iv. Withdrawing Government approval of the Contractor’s Purchasing system; and

v. Application of any special risk transfer provision where a performance failure adversely impacts contract compliance, i.e., total system program/integration responsibility (TSP/IR), liquidated damages, warranty, if applicable.

c) Contractor shall continuously exercise good faith to effectively manage ALC and, if necessary, to perform the affected services itself or find a commercial subcontractor to perform the services. Such efforts include reasonable corrective actions to mitigate the effects of ALC’s noncompliance on prime contract schedule and/or prices. Likewise, this provision does not excuse ALC from continuously exercising its best and good faith efforts to perform its obligations under its PA/IA.

6. *Risk of Damage/Loss*: The Government assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to any Government Furnished Property (GFP) or Contractor-acquired property transferred to the ALC under a PA/IA, including but not limited to, any amounts Contractor might otherwise be responsible for under Defense Federal Acquisition Regulation Supplement (DFARS) clauses 252. 228-7001, or other Government Property clause such as 52.245-1 of this contract.

*Funding*: The Government will provide funding to Contractor in such a way that Contractor can fulfill its obligation to provide advance funding to ALC.

**Section I – Contract Clauses**

**252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, is for operationally critical support or for which performance will involve covered defense information. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service of system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” (available via the Internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

 (ii) (A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor’s requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

# FAR Clauses

**52.203-7, Anti-Kickback Procedures (May 2014)**

**52.204-24, Representation Regarding Certain Telecommunications and Video surveillance Services or Equipment (Oct 2020)** (Applicable to solicitations for purchase orders/subcontracts, including solicitations for purchase orders/subcontracts for commercial items, where telecommunications or video surveillance equipment or services may be provided as a deliverable or as a component of a deliverable.)

**52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. "Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

**52.204-26, Covered Telecommunications Equipment or Services-Representation (Oct 2020)** (Applicable to solicitations for purchase orders/subcontracts for covered telecommunications equipment or services. Flowdown is not required for solicitations for purchase orders/subcontracts for commercial items.)

**52.215-12, Subcontractor Certified Cost or Pricing Data (DEVIATION) (May 2018)** (The version of the clause in Class Deviation [2018-O0015](https://www.acq.osd.mil/dpap/policy/policyvault/USA001197-18-DPAP.pdf) applies in lieu of the standard FAR version of the clause.)

**52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION) (May 2018)** (The version of the clause in Class Deviation [2018-O0015](https://www.acq.osd.mil/dpap/policy/policyvault/USA001197-18-DPAP.pdf) applies in lieu of the standard FAR version of the clause.)

**52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Oct 2010) and Alternate III (Oct 1997)** (Submit the cost portion of the proposal via the following electronic media: “CD-Rom with data in Government useable format.”)

**52.222-56, Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)** (Applicable to solicitations for purchase orders/subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed $500,000. In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

**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.)

**52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)** (Applicable if Seller will be delivering personal computers products to the Government, acquired by Seller for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government.)

**52.227-1, Authorization and Consent (Dec 2007) and Alternate I (Apr 1984)** (Alternate I also applies.)

**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.")

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

**52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013)** (Applicable for all purchase orders/ subcontracts where software or services will be retransferred to the Government.)

**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.)

**52.243-1, Changes – Fixed Price (Aug 1987) and Alternate II (Apr 1984)**

**52.243-1, Changes – Fixed Price (Aug 1987) and Alternate III (Apr 1984)** (Alternate III will apply if this purchase order/subcontract is for architect-engineer or other professional services.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate II (Apr 1984)** (Alternate II will apply if this purchase order/subcontract is for services and supplies are to be furnished.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will apply if this purchase order/subcontract is for research and development.)

**52.245-9, Use and Charges (Apr 2012)** (Applicable for all purchase orders/subcontracts where FAR 52.245-1 is inserted. Communications with the Government under this clause will be made through Lockheed Martin.)

# DFARS Clauses

**252.204-7000, Disclosure of Information (Oct 2016)** (Applicable for all purchase orders/subcontracts. In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

**252.204-2019, Notice of NIST SP 800-171 DOD Assessment Requirements (Nov 2020)** (Applicable to solicitations for purchase orders/subcontracts, including solicitations for purchase orders/subcontracts for commercial items, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.

**252.204-7020, NIST SP 800-171 DoD Assessment Requirements (Nov 2020)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items except for commercial-off-the-shelf items (COTS).)

**252.211-7007, Reporting of Government-Furnished Property (Aug 2012)** (Applicable if Seller will be in possession of Government property for the performance of this purchase order/subcontract.)

**252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – Basic (May 2019)**

**252.223-7006, Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (Sep 2014)** (Applicable if this purchase order/subcontract requires or may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government.")

**252.235-7011, Final Scientific or Technical Report (Jan 2015)** (Applicable for all purchase orders/subcontracts for research and development.)

**252.237-7023, Continuation of Essential Contractor Services (Oct 2010)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial item services, that involve mission essential services. "Contracting Officer" means “Lockheed Martin.” The term "Government" includes “Lockheed Martin.” The blanks in paragraph (b) are completed with “TBD at Task Order Level.”)

**252.237-7024, Notice of Continuation of Essential Contractor Services (Oct 2010)** (Applicable if it is anticipated that the Seller will be required to perform mission critical services. Flowdown is not required for solicitations for purchase orders/subcontracts for commercial items.)

**252.239-7000, Protection Against Compromising Emanations (Jun 2004)** (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.)

**252.239-7016, 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, that include the clause at FAR 52.245-1, Government Property. "Contracting Officer" means “Lockheed Martin.”)

**252.246-7008, Sources of Electronic Parts (May 2018)**

**AFFARS Clauses**

**5352.209-9000, Organizational Conflict of Interest (Oct 2010) and Alternate IV (Oct 2010)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that involve the performance of work which is subject to the organizational conflict of interest restrictions identified in this clause.)

**5352.223-9000, Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012)** (Applicable for all purchase orders/subcontracts. The blank in paragraph (d) is completed with "None."  In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

**5352.223-9001 Health and Safety on Government Installations (Nov 2012)** (Applicable if Seller will perform work under this purchase order/subcontract on a government installation. "Contracting Officer" means "Lockheed Martin.")

**5352.242-9000, Contractor Access to Air Force Installations (Nov 2012)** (Applicable if Seller will be performing work on a government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." The blank in paragraphs (b) and (d) is completed with "N/A.")

**5352.242-9001, Common Access Cards (CACS) for Contractor Personnel – AF Systems (Nov 2012)** (Applicable if Seller will be performing work on a government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)