

## LOCKHEED MARTIN AERONAUTICS COMPANY

## PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

## PRIME CONTRACT NUMBER FA8525-21-D-0003

## CLS FOLLOW-ON III

Generated Using the 2021 Version of the Lockheed Martin CorpDocs

Revision 1: July 20, 2022

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

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

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

**PART I. DELETIONS:** The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

*RESERVED*

**PART II. MODIFICATIONS:** The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (UK Deviation)** (This deviation only applies to a UK company within the scope of UK MOD ISN Number 2021/03)

The following paragraphs (e), (f), and (g) shall substitute paragraphs (e), (f), and (g) of the basic clause as contained in the CorpDoc A series document. All other non-modified paragraphs contained within the basic clause shall apply in their entirety.

(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 paragraphs (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 –

(1) Allow DoD to request the media or decline interest; or

(2) For any United Kingdom (UK) company within the scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, allow the national/designated security authority for the UK to coordinate with the DC3 so that the DC3 may request the national/designated security authority to provide

information obtained from the media related to covered defense information provided by or developed for DoD that may have been compromised or to 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, unless the Contractor is a United Kingdom (UK) company within the scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor –

(1) Provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause; or

(2) If the Contractor is a United Kingdom (UK) company within the scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, assist in the damage assessment by –

(i) Carrying out its own internal damage assessment of information gathered in accordance with paragraph (e) of this clause; and

(ii) Providing the Contracting Officer with an assessment of the covered defense information that has been compromised.

**DFARS 252.204-7020 (UK Deviation)** (This deviation only applies to a UK company within the scope of UK MOD ISN Number 2021/03)

The following paragraphs (c), (d), and (g)(2) shall substitute paragraphs (c), (d), and (g)(2) of the basic clause as contained in the CorpDoc A series document. All other non-modified paragraphs contained within the basic clause shall apply in their entirety.

(c) Requirements. The Contractor, excluding any United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP800-171 DoD Assessment of Methodology at <https://www.acq.osd.mil/dpap/pdi/cyber/strategicallyassessingcontractorimplementationofNISTSP800-71.html>, if necessary.

(d) Procedures. Excluding any United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(g) Subcontracts.

(2) Excluding any subcontract or other contractual instrument with a United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, the Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/dpap/pdi/cyber/strategicallyassessingcontractorimplementationofNISTSP800-171.html>, for all covered contract information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

**PART III. ADDITIONS:** The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

**FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)** (Not applicable to commercial items as defined in FAR 2.101.)

**FAR 52.216-16 INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997)** ("Contracting Officer," "contract administrative office," and "Government" mean "LOCKHEED MARTIN." Paragraph (i) is deleted. The blanks in the clause are completed with amounts specified in the Contract. Applies if this is an incentive contract. Not applicable to commercial items as defined in FAR 2.101.)

**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)** (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this Contract.)

**FAR 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES – REQUIREMENTS (MAY 2014)**

**FAR 52.232-17 INTEREST (MAY 2014)** ("Government" means "LOCKHEED MARTIN." Not applicable to commercial items as defined in FAR 2.101.)

**FAR 52.243-2 ALT I CHANGES – COST REIMBURSEMENT (AUG 1987)** ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a), add as subparagraph (4) "Delivery schedule." In paragraph (d), the reference to the disputes clause is deleted. Not applicable to commercial items as defined in FAR 2.101.)

**FAR 52.245-9 USE AND CHARGES (APR 2012)** (Communications with the Government under this clause will be made through LOCKHEED MARTIN.)

**DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)** (Applies if SELLER will be in possession of Government property for the performance of this Contract.)

**DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (MAY 2019).**

**DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (APR 2018)** (Not applicable to commercial items as defined in FAR 2.101.)

**DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)** ("Government" means "LOCKHEED MARTIN and Government." Paragraphs (i) and (j) are deleted. Not applicable to commercial items as defined in FAR 2.101.)

**DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)** (In paragraph (b), "Government" means "LOCKHEED MARTIN." Not applicable to commercial items as defined in FAR 2.101.)

**DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)**

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)** ("Government" means "LOCKHEED MARTIN." Not applicable to commercial items as defined in FAR 2.101.)

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**

**DFARS 252.245-7004 REPORTING, REUTILIZATION AND DISPOSAL (SEP 2016)** ("Contracting Officer" means LOCKHEED MARTIN.)

**AFFARS 5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)**

**AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)** (Applies if SELLER will perform work under this Contract on a government installation. "Contracting Officer" means "LOCKHEED MARTIN." Not applicable to commercial items as defined in FAR 2.101.)

**AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)** (Applies if SELLER will perform work on a Government installation. "Contracting Officer" means "LOCKHEED MARTIN." In paragraph (e), "the prime contractor" means "SELLER." Not applicable to commercial items as defined in FAR 2.101.)

**PART IV. SECTION H -PRIME CONTRACT SPECIAL PROVISIONS:**

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

*RESERVED*