

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**FA8205-18-D-0001 'FASTeR II'**

**Generated using Lockheed Martin CorpDocs 2017 Version**

**Revision 7: August 31, 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:

**FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—  
MODIFICATIONS (OCT 2010)**

**FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)**

**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:

**FAR 52.219-9 (JAN 2017) SMALL BUSINESS SUBCONTRACTING PLAN** (Applies if this contract exceeds \$700,000.) (Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

**FAR 52.244-6 (NOV 2017) SUBCONTRACTS FOR COMMERCIAL ITEMS**

**FAR 52.245-1 (JAN 2017) GOVERNMENT PROPERTY** (Applies if Government property is acquired or furnished during the performance of this Contract.) ("Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and

in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

**DFARS 252.204-7012. SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2022)** (Applies if this Contract is for operationally critical support or for which subcontract 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. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors )

(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. 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 unclassified 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 or 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 <mailto: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 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 <https://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 <https://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 <https://public.cyber.mil/eca/>. (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— (1) Allow DoD to request the media or decline interest; or (2) For any United Kingdom (UK) company within 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 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 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. (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. ( ) 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 ( ) 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.

**DFARS 252.219-7003 (DEC 2018) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)** (Applies if FAR 52.219-9 is included in this Contract.)

**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 52.203-8 (MAY 2014) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY**

**FAR 52.203-19 (JAN 2017) PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.**

**FAR 52.204-25 (AUG 2020) PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** ("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.)

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (JUN 2016) (Applicable to all solicitations and contracts, except COTs, when a contractor’s system may contain Federal contract information)

**FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015) (MAY 2018)** (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2018-O0015) (MAY 2018)** (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

**FAR 52.215-14, ALT I (OCT 2010) INTEGRITY OF UNIT PRICES** (Applies if this contract exceeds the simplified acquisition threshold. Not applicable to Commercial Items as defined in FAR 2.101). (Substitute the following Paragraph (b) for paragraph (b) of basic clause: "b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.")

**FAR 52.216-16 (OCT 1997) INCENTIVE PRICE REVISION A FIRM TARGET.** ("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 contract. Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.222-42 (MAY 2014) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES.** (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 52.222-43 (MAY 2014) FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).** (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

**FAR 52.222-62 (JAN 2017) PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706.** (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

**FAR 52.227-3 (APR 1984) PATENT INDEMNITY**

**FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018)** (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent

practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

**FAR 52.232-16 (MAR 2020) PROGRESS PAYMENTS (DEVIATION 2020-O0010)**, in lieu of the clause at Federal Acquisition Regulation (FAR) 52.232-16. ("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.")

**FAR 52.232-16 Alternate II (DEVIATION 2020-O0010)**, Use Alternate II of FAR clause 52.232-16 as prescribed at FAR 32.502-4(c) with the deviation for FAR clause 52.232-16.

**FAR 52.232-16 Alternate III (DEVIATION 2020-O0010)** Use Alternate III of FAR clause 52.232-16 as prescribed at FAR 32.502-4(d) with the deviation for FAR clause 52.232-16.

**FAR 52.232-17 (MAY 2014) INTEREST** ("Government" means "Lockheed Martin"; not applicable to Commercial Items as defined in FAR 2.101).

**FAR 52.232-39 (JUN 2013) UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.** (Applicable to subcontracts where software or services will be retransferred to the Government).

**FAR 52.239-1, Privacy or Security Safeguards**

**FAR 52.243-2 ALT I (APR 1984) ALTERNATE I - CHANGES-COST-REIMBURSEMENT.** ("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). (Substitute the following paragraph (a) for paragraph (a) of the basic clause:

“(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.”

**FAR 52.243-2 ALT II (APR 1984) ALTERNATE II - CHANGES-COST-REIMBURSEMENT.** ("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). Substitute the following paragraph (a) for paragraph (a) of the basic clause:

“(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.”

**FAR 52.243-2, ALT V (AUG 1987) CHANGES - COST REIMBURSEMENT**

("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). Substitute the following subparagraphs (a)(1) and (a)(3) for subparagraphs (a)(1) and (a)(3) of the basic clause:

- “(1) Drawings, designs, or specifications.
- (3) Place of inspection, delivery, or acceptance.”

**FAR 52.245-2 (APR 2012) GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES** (Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin.").

**FAR 52.245-9 (APR 2012) USE AND CHARGE** (Applicable to subcontracts where government property will be provided; Communications with the Government under this clause will be made through Lockheed Martin).

**FAR 52.246-26, REPORTING NONCONFORMING ITEMS (JUN 2020)** (Applies if this contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to Lockheed Martin as well as the Contracting Officer. Seller shall notify Lockheed Martin when it issues a GIDEP report pursuant to this clause.)

**DFARS 252.203-7004 (OCT 2015) DISPLAY OF HOTLINE POSTERS** (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause; not applicable to Commercial Items as defined in FAR 2.101).

**DFARS 252.204-7018, PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)** (Copies if reports provided by Seller under this clause will be provided to Lockheed Martin.)

**DFARS 252.204-7020. NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2021- N0002) (SEPT 2021)** (Applies except if this Contract is for commercial off the shelf items.)



(a) Definitions. Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that— (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s); (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and (3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score. Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract. High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that— (1) Consists of— (i) A review of a contractor's Basic Assessment; (ii) A thorough document review; (i) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and (2) Results in a confidence level of “High” in the resulting score. Medium Assessment means an assessment conducted by the Government that— (1) Consists of— (i) A review of a contractor's Basic Assessment; (iii) A thorough document review; and (ii) Discussions with the contractor to obtain additional information or clarification, as needed; and (2) Results in a confidence level of “Medium” in the resulting score. (b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract. (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 SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_\\_assessing\\_\\_contractor\\_\\_i mplementation\\_\\_of\\_\\_NIST\\_\\_SP\\_\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__i mplementation__of__NIST__SP__800-171.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. (1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to <mailto:webtptsnh@navy.mil> for posting to SPRS. (i) The email shall include the following information: (A) Version of NIST SP 800-171 against which the assessment was conducted. (B) Organization conducting the assessment (e.g., Contractor self-assessment). (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract— (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and (2) A brief description of the system security plan architecture, if more than one plan exists. (D) Date the assessment was completed. (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement). (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171. (ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed: (i) The standard assessed (e.g., NIST SP 800-171 Rev 1). (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)). (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan. (iv) A brief description of the system security plan architecture, if more than one system security plan exists. (v) Date and level of the assessment, i.e., medium or high. (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement). (iii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171. (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS__Awardee.pdf)). (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question. (f) Accessibility. (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI). (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS__Awardee.pdf). (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential). (g) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items). (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/strategically\\_\\_assessing\\_\\_contractor\\_\\_i mplementation\\_\\_of\\_\\_NIST\\_\\_SP\\_\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__i mplementation__of__NIST__SP__800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government. (3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to <mailto:webpmsmh@navy.mil> for posting to SPRS along with the information required by paragraph (d) of this clause. (End of clause)

**DFARS 252.209-7010 (AUG 2011) CRITICAL SAFETY ITEMS.** (Applicable if subcontract requires delivery of critical safety items covered by the clause).

**DFARS 252.211-7005 (NOV 2005) SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS** (Applicable if subcontractor Single Process Initiative block changes have been approved for use under this subcontract).

**DFARS 252.211-7006 (JUNE 2016) PASSIVE RADIO FREQUENCY IDENTIFICATION.** (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause).

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

**DFARS 252.217-7028 (DEC 1991) OVER AND ABOVE WORK** ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted; not applicable to Commercial Items as defined in FAR 2.101).

**DFARS 252.219-7004 (OCT 14) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM).** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7976 (AUG 2018) CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)** (Applies if SELLER will perform work in Japan.)

**DFARS 252.225-7993 (SEP 2015) PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016)** (Applicable to all subcontracts in excess of \$50,000) (The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--")

**DFARS 252.225-7995 (SEP 2017) CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)** (Applies if SELLER personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or military exercises, when designated by the Combatant Commander.)

**DFARS 252.228-7001 (JUN 2010) GROUND AND FLIGHT RISK.** (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.; not applicable to Commercial Items as defined in FAR 2.101).

**DFARS 252.232-7004 (MAR 2020) DoD Progress Payment Rates (DEVIATION 2020-O0010),** in lieu of the clause at DFARS 252.232-7004.

**DFARS 252.234-7002 (MAY 2011) EARNED VALUE MANAGEMENT SYSTEM.** ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.; (Applicable to subcontracts

in excess of \$50,000,000; not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7004 (NOV 2014) COST AND SOFTWARE DATA REPORTING SYSTEM.** (Applicable to subcontracts in excess of \$50,000,000; not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

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

**DFARS 252.239-7000 (JUNE 2004) PROTECTION AGAINST COMPROMISING EMANATIONS.** (Applicable to any subcontract where the subcontractor will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

**DFARS 252.239-7010 (OCT 2016) CLOUD COMPUTING SERVICES.** (Applies if this Contract involves use of cloud services.)

**DFARS 252.239-7016 (DEC 1991) TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES.** (Applies if this contract requires securing telecommunications; not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.243-7002 (DEC 2012) REQUESTS FOR EQUITABLE ADJUSTMENT** ("Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

**DFARS 252.245-7001 (APR 2012) TAGGING, LABELING AND MARKING OF GOVERNMENT-FURNISHED PROPERTY** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-00004) (FEB 2020)**

**DFARS 252.245-7004 (SEPT 2016) REPORTING, REUTILIZATION, AND DISPOSAL** ("Contracting Officer" means Lockheed Martin; applicable if government property will be located at supplier facilities.)

**DFARS 252.246-7000 (MAR 2008) MATERIAL INSPECTION AND RECEIVING REPORT.** (Applies if this contract requires delivery of Items directly to the Government.)

**DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)**

**AFFARS 5352.223-9000 (JAN 2017) ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)** (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**AFFARS 5352.223-9001 (NOV 2012) HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS** (Applicable 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 (NOV 2012) CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS** (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.)

**AFFARS 5352.242-9001 (NOV 2012) COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL** (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin; Not applicable to Commercial Items as defined in FAR 2.101.)

#### **Part IV. PRIME CONTRACT SPECIAL PROVISIONS**

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

##### **Deferred Delivery of Technical Data**

The requirement for TDPs under the FASTeR contract has been transferred to this contract as outlined below. The Government may choose to order FASTeR TDPs under this contract in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software".

The Seller shall remain responsible to maintain the currency of their drawings and associated lists, provide access to the F-22 Team/Government personnel upon request, and deliver a complete Technical Data Package should the Government order delivery of TDPs under this contract in accordance with the above.

The Government and the Contractor agree that the Government's rights in any data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFARS 252.227-7013 Rights in Technical Data – Non-Commercial items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

##### **Release of Information**

Prior to release of any information relating to this contract, not previously cleared or released by the United States Air Force (USAF) or the DoD, the Seller shall obtain approval through Lockheed Martin, from AFLCMC/WWU (F-22 Director's Action Group (DAG)), 2725 C Street, Bldg. 553, WPAFB OH 45433-7424 at least 60 days prior to need date. F-22 DAG will facilitate review/approval process with F-22 Subject Matter Experts, F-22 Security, and Front Office Group. F-22 DAG will forward completed submission to 88th Air Base Wing Office of Public Affairs (88 ABW/PAX) WPAFB OH for action. AFLCMC/PAX will send decision for or against approval back to requester.

Documents will be converted to Portable Document Format (PDF) or scanned image (i.e., JPEG, TIFF, etc.) before release to the Public Affairs office and for public consumption.

Documents shall not be released to the public in native format (i.e., Word, Excel, etc.), where the content can be manipulated after release to reveal document statistics or track history information.

Public release submissions shall be sent via means that prevent the exposure of the content prior to Public Affairs clearance.

Electronic submissions will use a secure web server; hardcopies, CD-ROM, DVD, or video media shall be sent via mail to Lockheed Martin and comply with the following:

- a) Hard copy briefings, developed using Microsoft PowerPoint, or any application with Note pages, must be submitted with briefing printed with Note pages
- b) All briefings will be submitted with proposed briefing script unless presentation provides sufficient detail to meet intent
- c) All submissions must be reviewed by submitting location security office; validating submission does not contain classified, critical program information, or critical information. Public release packages must be submitted reflecting this review, SIGNED by the security reviewer
- d) The Seller shall flow down the following requirement in any subcontract awarded as a result of this purchase order: "Information includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, video clips, speeches, trade association meetings, symposia, published professional papers, abstracts, briefings, etc. Briefings submitted using Microsoft Power Point shall be submitted in Note Page format

All Seller requests must include a statement that full internal technical and security reviews have been accomplished and that the information being submitted for clearance is "unclassified, technically accurate, nonproprietary, and considered suitable for public release."

Seller must provide three (3) copies of each document or magnetic media (video, CD, floppy disk, etc.) and request letter by postal mail or package service. For security and administrative reasons, documents may not be submitted by electronic mail.

Unclassified, unlimited distribution information proposed for public release about the F-22 Program must be submitted through Lockheed Martin to:

AFLCMC/WWU (F-22 Director's Action Group (DAG)) 2725 C Street, Bldg. 553  
WPAFB, OH 45433-7424  
Telephone: 937-713-7376/7375

Allow for a minimum of 60 days for local reviews and processing of routine documents (Public Affairs requires 10 days minimum for their review). Documents requiring review and clearance at higher headquarters may take up to 45 days. An additional ten (10) copies of documents must be provided at the request of 88 ABW/PAX when higher headquarter clearance is required.

### **Contractor Identification**

Seller personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, and correspondence related to this contract. Contractor occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or Subcontractor personnel.

All Contractor Management Staff and Contractor personnel shall be clearly identified as such at all times. Contractor identification shall include conversations, mail, email, teleconferences,

video teleconferences, faxes, and/or other electronic communication whether with Government personnel, other Contractor personnel, or with the public when supporting this contract where their status as Contractor employees might not otherwise be apparent or where they might be mistaken for civil service employees. Air Force issued identification badges and any Contractor badges shall be worn at or above the waistline during the individual's duty hours when not in a production or designated Foreign Object Damage (FOD) hazard area.

### **Support Material Capability Assets**

(a) For reference purposes only, the Government is responsible for providing the common replenishment spares and items listed below:

1. Common Support Equipment Replenishment Spares
2. Air Vehicle Replenishment Common Spares
3. Training Expendables (even if sole source to the Contractor)
4. Common Bulk Items List (CBIL) Consumables Replenishment Lay-In (Rags, speedy dry, string, grease, alcohol, and non-part numbered maintenance material like sheet stock)
5. Personal Equipment Replenishment Spares

(b) Items procured by the Contractor in fulfillment of this requirement are Government Property in accordance with FAR 52.245-1. Notwithstanding, the Contractor is authorized, without any requirement for additional approval, to:

1. Replace, repair, or modify Government Property used in the performance of this contract
2. Move/relocate material managed under this contract
3. Borrow assets required in the performance of this contract from other related F- 22 contracts on an as required basis. However, nothing in this clause relieves the Contractor of obligations under this or any other contract unless mutually agreed by the parties. Movement of assets between contracts will be accomplished on a loan-payback or other basis, in accordance with the Contractor's Cost Accounting Standard Board Disclosure Statement (CASB). It is an objective of the process to maintain cost neutrality between all contracts involved
4. Replace Government Property that is reported as lost, damaged, or destroyed, immediately upon identification of such or recommended alternative action. The cost associated with such replacement will be considered allowable and allocable to the extent it would have otherwise been allowable and allocable under the contract
5. Flow down this clause in whole or in part to any SubContractor at any tier meeting the criteria described in paragraph (e) of this clause

(c) All property under this clause will be accounted for under the Contractor's or SubContractor's approved property system

(d) This clause is in effect as long as the Contractor and any SubContractor whose contract contains a similar clause has a Government approved property system. Without an approved Government property system, authorization under this clause will be handled on a case-by-case basis and subject to the Contracting Officer's approval

(e) The material acquired in support of this contract, and this contract's CLINs requirements will remain in Contractor control for exclusive use in providing of a Support Material Capability. However, the Government retains right to title of all material acquired to execute this contract

(f) Upon completion of F-22 Support Material Capability activities, as contemplated by this contract, all F-22 assets, acquired by the Contractor in anticipation of full F-22 Air Vehicle Sustainment, shall be rolled over to and made available on any subsequent contract issued by the Government requiring F-22 Material Support Capability. However, the Government retains right to title of all material acquired to execute this contract

(g) In the event no subsequent F-22 contract requiring a Material Support Capability is issued, all residual F-22 assets, acquired during performance of this contract shall remain Government Property and disposition of these assets shall be in accordance with the Government Property Clause at 52.245-1, Section I hereof

### **Unique Identification**

As specified and funded by the individual task orders, the Contractor shall perform Item Unique Identification (IUID) activities in accordance with MIL-STD-130N with Change 1, DoDI 8320.04, DFARS clause 252.211.7003. The Contractor shall record IUID marked items in the Department of Defense IUID Registry IAW DFARS clause 252.211-7003.

### **Authorization to Use other than New Material**

(a) Support services capability is performance-based support of the flying hour program (e.g. field service representatives, heavy maintenance capability, support engineering, etc.). Support material capability provides spares as required to meet the flying hour program in a manner that is consistent with specific performance based results. In order to effectively implement this concept, the following authorization to use other than new material shall pertain to all F-22 contracts

(b) Authorization to use other than new material: In order to implement the support material capability concept in a manner that ensures maximum flexibility and efficiency, it may become necessary to utilize "other than new" materials in the performance of one or more contracts in the F-22 program. "Other than new" material is defined under the clauses at FAR 52.210-5, New Material (APR 1984) and FAR 52.210-7, Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984). Material is further defined under the clause at FAR 52.211-5, Material Requirements (AUG 2000). These clauses (and any substantially similar clauses in later contracts) require the use of new materials in the performance of the contract requirements, unless the use of "other than new" material is authorized in writing by the Contracting Officer. Subject to the conditions referenced in paragraph (c) below, the Contracting Officer hereby authorizes the use of "other than new" materials in the performance of this contract. To the extent allowed by paragraph (c) below, this authorization includes the use of material previously available to or accepted by the Government and returned to the Contractor as Government Furnished Property

(c) Conditions on the authorization to use other than new material: The above authorization to use "other than new" material in the performance of this contract is subject to the conditions listed below. Any potential use of "other than new" material that does not meet all the conditions listed below shall be evaluated on a case by case basis by the Contracting Officer in accordance with the applicable clause(s) referred to in paragraph (b) above



1) Suitability for the intended use: The "other than new" material to be used in the performance of this contract must be suitable with respect to form, fit, function, and interface, and may not create limitations to the weapon system performance, supportability, or effectiveness in performance of the assigned mission

2) Condition: The "other than new" material to be used in the performance of this contract must be in a serviceable condition without creating additional operational limitations. All Time Change Items (TCIs) to be used as "other than new material" shall have at least 40% or not less than 400 flight hours of useful life remaining, whichever is higher. Parts or components identified as "bad actors" (as defined by Chapter 8, TO 00-35D-54) shall not be used

3) Safety of flight: The "other than new" material to be used in the performance of this contract must not create a safety of flight risk

4) Proper configuration: The "other than new" material to be used in the performance of this contract must conform to the authorized configuration of the end item for which such material is to be used. If a preferred sparing activity applies, the "other than new" material must conform to the preferred configuration

(d) Asset Management Prioritization: The Contractor shall make the day to day decisions and authorize the movement of assets in accordance with the Uniform Material Movement and Issue Priority System (UMMIPS) defined by DoDM 4140.01. When the minimum requirements of the program conflict with those of the field support or test programs (or vice versa), the Contractor shall notify the Contracting Officer prior to utilizing an asset otherwise needed to fulfill the minimum requirements of the affected program. Deviations from or exceptions to the above priority requirements shall require written direction from the Contracting Officer. Any equitable adjustments to the contract(s) price and/or schedule (if appropriate) shall be executed in accordance with the "Changes" clause of this contract. This in no way relieves the Contractor of any responsibilities or obligations under this or any other contract in the F-22 program

### **Special Tooling, Special Test Equipment and other GFP**

In performance of this purchase order or any other F-22 related purchase orders/contracts, the Seller may use and may authorize its subcontractors to use, on a rent free, non interference basis Special Tooling, Special Test Equipment and other GFP accountable or approved for use.

