

Document No. SMD044, Rev 5

Flowdowns for Prime Contract N00030-22-C-1025, CPS Zumwalt

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 purchase order/subcontract and “Government” means “Lockheed Martin.”

FULL TEXT

DISTRIBUTION STATEMENT F.

In accordance with DoD Instruction 5230.24 and the Office of the Under Secretary of Defense Memorandum Use of Distribution F for Conventional Prompt Strike Program, dated March 11, 2019, all documents and materials that describe or in any way reference any aspect of the CPS program shall apply the following distribution statement on the cover of the document:

DISTRIBUTION STATEMENT F. Further dissemination only as directed by Assistant Director for Hypersonics Office (OUSD(R&E)/DDR&E(AC)/AD Hypersonics), 11 March 2019, or higher DoD authority. Forward requests to the Director of Defense Research and Engineering (Advanced Capabilities), 3015 Defense, Pentagon, Washington DC 20301-3015, or higher authority.

AND, every page or briefing slide shall contain the following:

DISTRIBUTION STATEMENT F. Further dissemination only as directed by Assistant Director for Hypersonics Office (OUSD(R&E)/DDR&E(AC)/AD Hypersonics), 11 March 2019, or higher DoD authority.

SSP H-21.2 Disclosure, Use, and Protection of Proprietary Information (MAR 2021)

1. The Contractor acknowledges that the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents, or other information submitted to the Government in the performance of this contract, which is proprietary to the Contractor.
2. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Contractor or its subcontractors. The Contractor is required to provide full cooperation, working facilities and access to information or facilities to the ISC for the purposes stated in paragraph 1 above.
3. To protect any such proprietary information from unauthorized disclosure or unauthorized use, and to establish the respective rights and duties of both the ISC and the Contractor, the Contractor agrees to enter into a direct agreement with any ISC as the Government requires, which must authorize the Government to independently provide proprietary information to the ISC as required for the performance of Government contracts. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.
4. The Contractor shall include in each subcontract language requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (MAR 2021)

Gaining Contract means the contract to which GP from the Originating Contract will be furnished. Authorized Contracts are Contracts N00030-19-C-0025, N00030-22-C-1025, and AMTC-19-11-006 (to the extent paragraph (c) is satisfied).

For purposes of this clause, GP includes any equipment, special tooling, and special test equipment acquired or fabricated by the contractor, or any subcontractor.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory. (1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction. (2) Any sales contracts or other documents transferring title shall include the following statement:

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ___ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

"Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments

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—Other Than Commercial Products and Commercial Services, 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”, Revision 2 (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>)

(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

(i) Use and release of contractor attributional/proprietary information not created by or for DoD information

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022) (Applies if the contract is over \$150,000. "Government" means "Lockheed Martin")

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (APR 2012) (Applies when the items furnished are the property of the Government. The contractor shall mark the property with the words "PROPERTY OF THE GOVERNMENT" and the Lockheed Martin logo.)