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**Flow-Downs for N00030-25-C-2023, FY26 UK TSC**

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

**Full-Text Clauses**

**Section C**

**252.204-7012 "THE DIB" MEMO**

**SUPPLEMENT TO DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING.**

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

- a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.
- b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.
- c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).
- d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

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### 2. Compliance to NIST 800-171

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

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

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

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

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

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

(5) Implement:

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

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

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

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

### 3. Cyber Incident Response:

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- a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.
- b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at [http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions\\_for\\_Submitting\\_Media.docx](http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx), In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.
- c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

#### **4. Naval Criminal Investigative Service (NCIS) Outreach**

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

#### **5. NCIS/Industry Monitoring**

- a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.
- b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.
- c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

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**Section H**

**H-2 Employment of Government Personnel or Former Government Personnel (May 2022)**

1. For purposes of this SSP H-2 Employment of Government Personnel or Former Government Personnel:

- (a) "employment" includes full-time or part-time work, work as a consultant or advisor, and work as a subcontractor;
- (b) "government personnel" includes any present military member or civilian employee of the federal government; and
- (c) former government personnel includes any former military officer or civilian employee of the federal government who has been separated from the government for less than three years.

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

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

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

**H-6 Organizational Conflicts of Interest (Mar 2021)**

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

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

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

**H-11 Wood Packaging Material (Mar 2021)**

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

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

3. The following definitions apply:

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

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

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

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

(3) ALSC Wood Packaging Material Enforcement Regulations;

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

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

**H-12 Contractor's Employees and Representatives in the United Kingdom (U.K.) (Oct 2023)**

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1. If any work is performed in the U.K., the Contractor shall ensure that its employees and the employees of its subcontractors learn and comply with (a) the rules, regulations, and requirements of the place in the U.K. where the work is performed, and (b) the security regulations and requirements of the U.K. Ministry of Defence. If a Contractor or subcontractor employee is not qualified to perform the required work or is otherwise unsuitable, the Contracting Officer may direct that such employee be returned to the United States and replaced with a qualified and suitable employee.
2. The United States has an obligation to assure that the work under this contract for the benefit of the U.K is consistent with the terms of this contract and the Polaris Sales Agreement. Accordingly, Contractor representatives in the U.K. shall abide by the requirements of SSPINST 5450.8F, as amended. If an amendment to SSPINST 5450.8F causes an increase or decrease in the cost of performing this contract, an equitable adjustment shall be made in accordance with the procedures of the "Changes" clause. Such equitable adjustment shall include an adjustment in fee or profit only at the discretion of the Contracting Officer.

### **H-13 International Traffic in Arms Regulations Compliance for the Export of Defense Services to PSA (Mar 2021)**

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

- a. The scope of the defense service to be transferred: The scope is described in Section C of the contract.
- b. The FMS case identifier: UZ-P-BAR - Polaris Sales Agreement of April 6, 1963 (TIAS 5313), as amended by the Trident Weapon System Agreement of October 19, 1982 (TIAS 10549).
- c. The foreign recipients of the defense service: Government of the United Kingdom and United Kingdom contractors participating in the Trident II D5 program.
- d. Other United States or foreign parties that may be involved and their roles/responsibilities: Potential recipients of defense services include the United States Navy (provider of program management and

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technical oversight) and contractors and subcontractors participating in the Trident II D5 program (providers of supplies or services).

e. Specified period of duration in which the defense service may be performed: The period is described in Section C, Section F, exhibits, and/or attachments of this contract.

#### **H-14 International Traffic in Arms Regulations Compliance for the Export of Defense Services to PSA (Mar 2021)**

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

#### **H-21 Acquisition Requirements (Mar 2010)**

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

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

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.

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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.

**H-31 Indemnification (U.K.) (Jan 2023)**

1. This SSP H-31 Indemnification (U.K.) applies only to the extent this contract is a procurement on behalf of the United Kingdom and applies in lieu of any "Indemnification Under Public Law 85-804" or "Indemnification Under 10 U.S.C. 3861" clause in this contract.

2. For purposes of this SSP H-31 Indemnification (U.K.):

(a) "Contractor's principal officials" means directors, officers, managers, superintendents, or other representatives supervising or directing--

(1) all or substantially all of the Contractor's business;

(2) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) a separate and complete major industrial operation in connection with the performance of this contract.

(b) "Nuclear risks" are those risks attributable to the radioactive, toxic, explosive, or other hazardous properties of "special nuclear material," "by-product material" or "source material," as such materials are defined in the Atomic Energy Act of 1954, as amended.

(c) "Unusually hazardous risks" are the risks of explosion, detonation, burning, or propulsion attributable to the utilization of high energy propellants in (i) POLARIS or TRIDENT missiles or of any component thereof, or (ii) propellant-powered POLARIS or TRIDENT test missiles or of any component thereof, or (iii) any other component or subcomponent of the POLARIS or TRIDENT weapon systems which uses high energy propellants.

3. Regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this SSP H-31 Indemnification (U.K.), indemnify the Contractor against—

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- (a) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
- (b) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
- (c) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

4. This indemnification applies only to the extent that the claim, loss, or damage (a) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (b) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this SSP H-31 Indemnification (U.K.). If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this SSP H-31 Indemnification (U.K.) is reduced, the Government's liability under this SSP H-31 Indemnification (U.K.) shall not increase as a result.

5. When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for—

- (a) Government claims or United Kingdom claims against the Contractor (other than those arising through subrogation); or
- (b) Loss or damage affecting the Contractor's property.

6. With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this SSP H-31 Indemnification (U.K.) provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

7. The rights and obligations of the parties under this SSP H-31 Indemnification (U.K.) shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this SSP H-31 Indemnification (U.K.) unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

8. The Contractor shall—

- (a) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this SSP H-31 Indemnification (U.K.);

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(b) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(c) Furnish evidence or proof of any claim, loss, or damage covered by this SSP H-31 Indemnification (U.K.) in the manner and form the Government requires; and

(d) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

9. The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this SSP H-31 Indemnification (U.K.).

10. The following applies to the extent this contract is a cost-reimbursement contract: The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this SSP H-31 Indemnification (U.K.) are—

(a) Excepted from the release required under this contract's clause relating to allowable cost; and

(b) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

11. The Contractor shall provide and maintain financial protection of the types and in the amounts as are from time to time approved by the Secretary of the Navy in the latest memorandum of approval under Public Law 85-804.

12. Article VIII of the Polaris Sales Agreement of 6 April 1963 (T.I.A.S. 5313) and 22 U.S.C. 2762 constitute authority for the above indemnification.

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

1. It is the Governments intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the Contractor during contract performance. It is also the Governments intent to protect the proprietary rights of third-party contractors whose data the Contractor may receive in the performance of the contract.

2. Accordingly, the Contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer. The Contractor shall require that each of its employees assigned to work under this contract, and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The Contractor shall also require all future company

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employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the Contractor to secure nondisclosure agreements from its employees may be satisfied by having each employee sign one nondisclosure agreement for the term of their employment, without the need to sign separate nondisclosure agreements for each individual contract which the employee will support. The Contractor will make copies of these individual agreements available to the Contracting Officer upon request.

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

Sandia National Laboratories

Johns Hopkins Applied Physics Laboratory

Honeywell

4. The Contractor agrees to enter into agreements with the third-party contractors identified above to: (a) protect such proprietary information from unauthorized use or disclosure for as long as the information remains proprietary; (b) refrain from using the information for any other purpose other than support the Government contract for which it was furnished, and (c) permit the Government to independently provide such proprietary information to the Contractor subject to the restrictions of this SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance. Prior to contract award, the Contractor shall provide a properly executed copy of such agreement(s) to the Contracting Officer in accordance with FAR 9.505-4.

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

6. The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney’s fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in the performance of this contract by the Contractor or any person to whom the Contractor has released or disclosed the data.

7. Any changes to the third-party contractor list above, which requires the Contractor to enter into a new direct agreement, will be communicated via contract modification. The Contractor will not be provided access to the additional third-party contractors proprietary information until such time as a properly executed copy of the agreement is provided to the Procuring Contracting Officer in accordance with FAR 9.505-4.

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**52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)** (Applies to all subcontracts that exceed the simplified acquisition threshold in FAR 2.101; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).)

**52.215-11 Price Reduction For Defective Certified Cost Or Pricing Data – Modifications (DEVIATION) (Oct 2021)** (Applies in lieu of Jun 2020)

**52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001) (Oct 2021)** (Applies in lieu of Jun 2020)

**52.215-13 Subcontractor Certified Cost or Pricing Data- Modifications Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001) (Oct 2021)** (Applies in lieu of Jun 2020)

**52.216-9 FIXED FEE -- CONSTRUCTION (JUN 2011)** (Applies to all cost plus fixed fee subcontracts for construction work.)

**52.219-9 Small Business Subcontracting Plan (Jan 2025)** (Applies in lieu of Sep 2023)

**52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)** (Applies to any subcontract where the subcontractor will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

**52.224-2 PRIVACY ACT (APR 1984)** (Applies to all subcontracts which require the design, development, or operation of such a system of records.)

**52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)**

**52.229-8 TAXES -- FOREIGNCOST-REIMBURSEMENT CONTRACTS (MAR 1990)**

**52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)** (Applies to subcontracts where software or services will be retransferred to the Government.)

**52.243-2 Changes -- Cost-Reimbursement, Alternate II (Apr 1984)** (Applies if the requirement is for services and supplies are to be furnished.)

**52.244-5 Competition In Subcontracting (Aug 2024)** (Applies in lieu of Dec 1996)

**52.245-9 Use and Charges (Apr 2012)** (Applicable for all purchase orders and subcontracts where government facilities will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

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**52.246-15 Certificate Of Conformance (Apr 1984)** (Applies to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin. Local quality procedures may specify requirements and preferred text for certificates of conformance.)

**52.246-26 Reporting Of Nonconforming Items (Aug 2024)** (Applies in lieu of Nov 2021)

**52.249-6 Termination (Cost-Reimbursement), Alternate I (Sep 1996)**

#### **DFARS Clauses**

**252.203-7004 Display Of Hotline Posters (Jan 2023)** (Applies in lieu of Jan 2013 for cost-type subcontracts)

**252.204-7004 Antiterrorism Awareness Training For Contractors (Jan 2023)** (Applies to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

**252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)** (Applies to all subcontracts that are subject to the provisions of the U.S.-International Atomic Energy Agency Additional Protocol. Include the information required by the blank in the clause.)

**252.204-7012 Safeguarding Covered Defense Information And Cyber Incident Reporting, Deviation 2024-00013 Revision 1) (May 2024)** (Applies in lieu of Jan 2023)

**252.204-7020 NIST SP 800-171 DOD Assessment Requirements (Nov 2023)** (Applies in lieu of Nov 2022 for cost-type subcontracts)

**252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES - BASIC (JUL 2021)**

**252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM (OCT 2015)** (Applies to all subcontracts with major subcontractors or other subcontractors that may present organizational conflict of interest issues.)

**252.211-7003 Item Unique Identification And Valuation (Jan 2023)** (Applies in lieu of Mar 2022 if cost-type subcontract.)

**252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)** (Applies to any subcontract where the supplier will be in the possession of Government property for the performance of the subcontract. If Lockheed Martin will assume responsibility for marking the property, the clause may be excluded from the subcontract.)

**252.225-7026 Acquisition Restricted To Products Or Services From Iraq Or Afghanistan (Sep 2013)**

**252.225-7027 Restriction On Contingent fees For Foreign Military Sales (Apr 2003)**

**252.225-7028 Exclusionary Policies And practices Of Foreign Governments (Apr 2003)**

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**252.227-7013 Rights In Technical Data -- Noncommercial Items (Jan 2025)** (Applies in lieu of Mar 2023 for FFP subcontracts)

**252.227-7014 Rights In Other Than Commercial Computer Software And Other Than Computer Software Documentation (Jan 2025)** (Applies in lieu of Mar 2023 for FFP subcontracts)

**252.227-7015 Technical Data -- Commercial Items (Jan 2025)** (Applies in lieu of Mar 2023 for FFP subcontracts)

**252.227-7016 Rights In Bid Or Proposal Information (Jan 2025)** (Applies in lieu of Jan 2023)

**252.227-7019 Validation Of Asserted Restrictions - Computer Software (Jan 2025)** (Applies in lieu of Jan 2023 for FFP subcontracts.)

**252.227-7025 Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (Jan 2025)** (Applies in lieu of Jan 2023 for FFP subcontracts)

**252.227-7037 Validation Of Restrictive Markings On Technical Data (Jan 2025)**  
(Applies in lieu of Jan 2023 for FFP subcontract)

**252.227-7038 Patent Rights -- Ownership By The Contractor (Large Business), Alternate I (Dec 2007)**  
(Applies if the acquisition of patent rights for the benefit of a foreign government is required under a treaty or executive agreement; The agency head determines at the time of award that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing or future treaty or agreement; or other rights are necessary to effect a treaty or agreement, in which case Alternate I may be appropriately modified.)

**252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)**

**252.234-7002A (DEVIATION 2015-O0017) Earned Value Management System. (DEVIATION 2015-O0017) (Jan 2025)** (Applies to all subcontracts expressly listed in the clause.)

**252.237-7010 Prohibition On Interrogation Of Detainees By Contractor Personnel (Jan 2023)**

**252.239-7000 Protection Against Compromising Emanations (Oct 2019)** (Applies to all subcontracts where the subcontractor will perform classified work.)

**252.239-7001 Information Assurance Contractor Training And Certification (Jan 2008)**

**252.239-7016 Telecommunications security Equipment, Devices, Techniques, And Services (Dec 1991)**  
(Applies to all subcontracts which require securing telecommunications.)

**252.243-7002 Requests for Equitable Adjustment (Dec 2012)** (Applicable for all purchase orders/subcontracts over \$150,000.”)

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**252.247-7023 Transportation Of Supplies By Sea (Oct 2024)** (Applies in lieu of Jan 23 for cost-type subcontracts.)

**NMCARS Clauses****5227.9001 Trademarks**

The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s): SSP (Strategic Systems Programs), PMOSSP (Shipboard Systems), PMOSSP (Flight Systems), SWFPAC (Strategic Weapons Facility Pacific), SWFLANT Strategic Weapons Facility Atlantic, POLARIS, POSIEDON, TRIDENT, TRIDENT II, D5LE2 (Life Extension), NTIP (Naval Treaty Implementation Program), NOTU (Naval Ordnance Test Unit), CPS (Conventional Prompt Strike), FBM Operational Test Support Unit Two, SPUK (Strategic Systems Program Liaison Office), Reentry Body Assembly (RBA), Collaborative Replacement Materials Experiment (CRME), (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.