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 D - Packaging and Marking:**

**Packaging and Marking Deliverable for Shipment** (Applicable if Seller will be making any direct shipments to the Government.)

a. The supplies to be furnished by the Contractor shall be preserved, packaged, and packed in accordance with NAVORD OD 14309 for shipment or transfer to GOE stores (fourth level); and in accordance with OS 8244 when destination is to other than the Contractor's plant. Outside markings and labeling shall be in accordance with MIL-STD-129L for quick transshipment; NAVSUP Publication 505, for shipment via Air Mobility Command (AMC) and Department of Transportation (DOT) regulations for commercial shipments.

b. For hazardous/toxic materials (such as that defined under SSPINST 6260.1 and/or listed in NAVORD OD 45507), the inner, individual container(s) will be marked and labeled in accordance with NAVORD OD 45507. Material intended for commercial air shipment shall have outer markings and/or labeling that conforms to DOT regulations.

**Section G - Contract Administration Data:**

**SSP G-2 Contract Authorities (Sep 2016)**

1. *Applicability*. This clause applies only if this contract is with one of the following or its divisions: Orbital ATK Launch Systems, Boeing, Draper Laboratory, General Dynamics, Honeywell, Interstate Electronics Corporation, Litton, Lockheed Martin, Northrop Grumman, and Raytheon.

2. *Contract Administration*. The contract administration office is authorized to approve contractor category D waivers as defined in SSPINST 4200.1 and OD 40825, unless this authority is specifically withheld. Approval of all other waivers and deviations from contractual requirements is not authorized except to the extent delegated by official correspondence from either the Director, Strategic Systems Programs (DIRSSP) or the Procuring Contracting Officer. Except as modified by separate delegations from the DIRSSP, normal contract administration functions will be performed in accordance with FAR 42.302.

3. *Programmatic and Technical.* The Program Management Office (PMO), SSP, N/A has been designated as the on-site representative of the DIRSSP with delegated authorities on programmatic and technical requirements on the Fleet Ballistic Missile Weapon System / Strategic Weapon System. Guidance regarding programmatic and technical requirements shall be provided to the contract administration services component by the PMO in accordance with DFARS 246.103, as necessary.

**Section H - Special Contract Requirements:**

**SSP H-2 Employment of Government Personnel or Former Government Personnel (Feb 2015)** (Applicable for all purchase orders/subcontracts.)

1. For purposes of this clause:

(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 clause 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.

**SSP H-4 Expediting Contract Closeout (Jan 2006)** (Applicable for all purchase orders/subcontracts.)

The Government and the Contractor each waives entitlement to any residual dollar amount of $1,000 or less at the time of final contract closeout. "Residual dollar amount" means money owed to either party at the end of the contract and as a result of the contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.

**SSP H-5 Enterprise-Wide Contractor Manpower Reporting (Nov 2017)** (Applicable if this purchase order/subcontract involves the performance of services as defined below. Communications with the Government under this clause will be made through Lockheed Martin.)

The following is hereby inserted in the statement of work of this contract and applies to all contract line items that require the performance of services:

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Department of the Navy via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at: <https://www.ecmra.mil>.

**SSP H-6 Organizational Conflicts of Interest (Feb 2015)** (Applicable for all purchase orders/subcontracts.)

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

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 clause are incorporated in all subcontracts, at all tiers, and all other agreements which relate to the performance of this contract.

**SSP H-7 Contractor Personnel (Sep 2010)** (Applicable for all purchase orders/subcontracts.)

The following is hereby inserted in the statement of work of this contract:

Contractor personnel shall (a) identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel, and (b) identify themselves as contractor personnel in telephone conversations and in formal and informal written correspondence with Government personnel.

**SSP H-9 Increase in Level of Effort (Jan 2008)** (Applicable if this purchase order/subcontract is a level-of-effort purchase order/subcontract.)

1. *Application.* This clause applies separately to each level-of-effort contract line item (if any). The contract line item to which this clause applies is referred to below as “the CLIN.” Paragraph 2 applies only if the CLIN is cost-plus-fixed-fee (CPFF). Paragraph 3 applies only if the CLIN is cost-plus-incentive-fee (CPIF). Paragraph 4 applies only if the CLIN is firm-fixed-price (FFP).

2. *CPFF CLIN.*

(a) In addition to any other option rights the Government has under this contract, the Government has the right within the contract period to require the Contractor to provide additional man-hours in the quantity and at the cost and fee amounts described below. The additional man-hours shall not exceed thirty percent of the level of effort of the CLIN.

(b) The Government may require the provision of all or some of the additional man-hours as an increase in the level of effort of the CLIN. Alternatively or additionally, the Government may require the provision of all or some of the additional man-hours under a newly established CPFF contract line item with a work statement that is either (1) the same as the work statement of the CLIN, or (2) the same as the work statement of the CLIN except reduced in scope. If the Government requires an increase in the level of effort of the CLIN, the estimated cost and fixed fee of the CLIN shall be increased as follows:

IEC = (ILOE/LOE) x EC

IFF = (ILOE/LOE) x FF

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort prior to the increase.

EC = The estimated cost prior to the increase.

IFF = The increase in the fixed fee.

FF = The fixed fee prior to the increase.

(c) If the Government requires additional man-hours under a newly established CPFF contract line item, the estimated cost and fixed fee of such item shall be determined as follows:

NEC = (NLOE/CLOE) x CEC

NFF = (NLOE/CLOE) x CFF

NEC = The estimated cost of the newly established contract line item.

NLOE = The level of effort of the newly established contract line item.

CLOE = The level of effort of the CLIN.

CEC = The estimated cost of the CLIN.

NFF = The fixed fee of the newly established contract line item.

CFF = The fixed fee of the CLIN.

3. *CPIF CLIN.*

(a) In addition to any other option rights the Government has under this contract, the Government has the right within the contract period to require the Contractor to provide additional man-hours in the quantity and at the cost and fee amounts described below without increasing any performance or schedule incentive. The additional man-hours shall not exceed thirty percent of the level of effort of the CLIN.

(b) The Government may require the provision of all or some of the additional man-hours as an increase in the level of effort of the CLIN. Alternatively or additionally, the Government may require the provision of all or some of the additional man-hours under a newly established CPIF contract line item with a work statement that is either (1) the same as the work statement of the CLIN, or (2) the same as the work statement of the CLIN except reduced in scope. If the Government requires an increase in the level of effort of the CLIN, the estimated cost, target cost, target fee, maximum billable fee, minimum fee, and maximum fee of the CLIN shall be increased as follows:

IEC = (ILOE/LOE) x EC

ITC = (ILOE/LOE) x TC

ITF = (ILOE/LOE) x TF

IMBF = (ILOE/LOE) x (MBF – EI)

IMF = (ILOE/LOE) x MF

IMXF = (ILOE/LOE) x MXF

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort prior to the increase.

EC = The estimated cost prior to the increase.

ITC = The increase in the target cost.

TC = The target cost prior to the increase

ITF = The increase in the target fee.

TF = The target fee prior to the increase.

IMBF = The increase in the maximum billable fee.

MBF = The maximum billable fee prior to the increase.

EI = The total of the performance and schedule incentives earned and lost under the CLIN.

IMF = The increase in the minimum fee.

MF = The minimum fee prior to the increase.

IMXF = The increase in the maximum fee.

MXF = The maximum fee prior to the increase.

(c) If the Government requires additional man-hours under a newly established CPIF contract line item, the share ratio of such item shall be the same as the share ratio of the CLIN, and the estimated cost, target cost, target fee, maximum billable fee, minimum fee, and maximum fee of such item shall be determined as follows:

NEC = (NLOE/CLOE) x CEC

NTC = (NLOE/CLOE) x CTC

NTF = (NLOE/CLOE) x CTF

NMBF = (NLOE/CLOE) x (CMBF – CEI)

NMF = (NLOE/CLOE) x CMF

NMXF = (NLOE/CLOE) x CMXF

NEC = The estimated cost of the newly established contract line item.

NLOE = The level of effort of the newly established contract line item.

CLOE = The level of effort of the CLIN.

CEC = The estimated cost of the CLIN.

NTC = The target cost of the newly established contract line item.

CTC = The target cost of the CLIN

NTF = The target fee of the newly established contract line item.

CTF = The target fee of the CLIN.

NMBF = The maximum billable fee of the newly established contract line item.

CMBF = The maximum billable fee of the CLIN.

CEI = The total of the performance and schedule incentives earned and lost under the CLIN.

NMF = The minimum fee of the newly established contract line item.

CMF = The minimum fee of the CLIN.

NMXF = The maximum fee of the newly established contract line item.

CMXF = The maximum fee of the CLIN.

4. *FFP CLIN*.

(a) In addition to any other option rights the Government has under this contract, the Government has the right within the contract period to require the Contractor to provide additional man-hours in the quantity and at the price described below. The additional man-hours shall not exceed thirty percent of the level of effort of the CLIN.

(b) The Government may require the provision of all or some of the additional man-hours as an increase in the level of effort of the CLIN. Alternatively or additionally, the Government may require the provision of all or some of the additional man-hours under a newly established FFP contract line item with a work statement that is either (1) the same as the work statement of the CLIN, or (2) the same as the work statement of the CLIN except reduced in scope. If the Government requires an increase in the level of effort of the CLIN, the firm-fixed price of the CLIN shall be increased as follows:

IFFP = (ILOE/LOE) x FFP

IFFP = The increase in the firm-fixed price

ILOE = The increase in the level of effort

LOE = The level of effort prior to the increase

FFP = The firm-fixed price prior to the increase

(c) If the Government requires additional man-hours under a newly established FFP contract line item, the firm-fixed price of such item shall be determined as follows:

NFFP = (NLOE/CLOE) x CFFP

NFFP = The firm-fixed price of the newly established contract line item

NLOE = The level of effort of the newly established contract line item

CLOE = The total level of effort of the CLIN

CFFP = The firm-fixed price of the CLIN

5. *Exercise*. The Contracting Officer may exercise the above option one or more times by written notice to the Contractor prior to the end of the affected contract period, provided, however, that each exercise must give the Contractor sufficient time to expend all of the man-hours for that period, including the additional man-hours, by the end of the affected period.

6. *Modification*. To the extent the option is exercised to increase the level of effort of the CLIN, the Contracting Officer shall unilaterally modify the contract to increase the cost and fee amounts or price of the CLIN and revise the "Level of Effort" clause and any other affected part of this contract in accordance with the above paragraphs. To the extent the option is exercised to require the provision of additional man-hours under a newly established contract line item, the Contracting Officer shall unilaterally modify the contract to establish the new contract line item and its cost and fee amounts or price and revise the “Level of Effort” clause and any other affected part of this contract in accordance with the above paragraphs.

**SSP H-10 Subcontracting Plan (May 2000)**

If the Contractor has submitted a subcontracting plan in connection with this procurement, the agreed upon subcontracting plan is hereby incorporated by reference in this contract. If a subcontracting plan is required for this contract, and the Contractor has an approved comprehensive subcontracting plan, the approved comprehensive subcontracting plan is hereby incorporated by reference in this contract. If this contract is a letter contract containing the "Small Business Subcontracting Plan" clause, the Contractor shall submit a subcontracting plan pursuant to such clause as soon as practicable after execution of the contract. The plan shall be submitted early enough to permit negotiation of the final plan within ninety days after execution of this letter contract or before definitization, whichever is earlier.

**SSP H-11 Wood Packaging Material (Oct 2013)** (Applicable for all purchase orders/subcontracts.)

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 heal-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 Contractor’s expense deliveries that do not meet WPM requirements.

2. This clause 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.

**SSP H-12 Contractor's Employees and Representatives in the United Kingdom (U.K.) (Feb 2015)** (Applicable if the Seller will be performing any work in the United Kingdom.)

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 5450.8, as amended. If an amendment to SSPINST 5450.8 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.

**SSP H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services** **Pursuant to the Polaris Sales Agreement (PSA) (Jul 2016)** (Applicable if this purchase order/ subcontract involves the export of defense services as defined in the ITAR.)

This clause 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 clause is provided for the purpose of complying with 22 CFR 126.6(c)(7)(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 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.

**SSP H-14 Non-Disclosure Agreements (Sep 1999)** (Applicable for all purchase orders/subcontracts.)

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 clause, suitably modified to identify the parties, in all subcontracts at all tiers.

**SSP H-15 Insurance (Jul 2003)** (Applicable if FAR 52.228-5 is applicable to this purchase order/subcontract.)

For purposes of the "Insurance -- Work on a Government Installation" clause, FAR 52.228-5, the kinds and minimum amounts of insurance required under this contract are those specified in FAR 28.307-2.

**SSP H-17 Strategic Weapons Systems Network (SWSNET) Requirements (Aug 2012)** (Applicable if this purchase order/subcontract involves connecting with SWSNET.)

If the Contractor connects with SWSNET, the Contractor shall comply with the latest version of Strategic Systems Programs (SSP) Instruction (SSPINST) 5239.10, “Strategic Weapons Systems Network (SWSNET) Connection Policy for Fleet Ballistic Missile (FBM) Partners,” and with the SWSNET information assurance (IA) connection and operating requirements in the latest version of SSP Operations Document (OD) 68392.

**SSP H-18 Technical Instructions (Jan 2017)**

To the extent this contract is a level-of-effort contract, the following applies:

(a) The Contractor's performance is subject to the technical instructions of SSP. A technical instruction shall be signed by SP-10, SP-20, SP-30, SP-200, or SP-201. A technical instruction must be within the general scope of the contract work. None of the persons identified by the above SP codes has the authority to and shall not issue any instruction that (1) constitutes an assignment of additional work under the contract, (2) constitutes a "change" under the "Changes" clause, (3) in any manner causes an increase or decrease in the contract price, estimated cost, fee, or time required for contract performance, or (4) modifies any of the terms, conditions, or specifications of the contract.

(b) If the Contractor believes a purported technical instruction is within one of the prohibited categories described in paragraph (a) above, the Contractor shall not proceed with the work affected by the purported technical instruction, but shall notify the Contracting Officer in writing within ten working days after receipt of the instruction. The Contracting Officer shall advise the Contractor in writing within ten working days of receipt of such notice that (1) the instruction is a valid technical instruction, or (2) the instruction is rescinded. If the Contracting Officer advises that the instruction is a valid technical instruction, the Contractor shall immediately comply with the instruction and proceed with the affected work. If the Contracting Officer has not responded to the Contractor within ten working days, the purported technical instruction shall be considered rescinded. A failure of the parties to agree upon the nature of the instruction shall be considered a dispute subject to the "Disputes" clause. Nothing in this clause shall be construed to excuse the Contractor from performing the contract work that is not affected by the purported technical instruction.

(c) For purposes of this clause, "technical instruction" means (1) a direction to the Contractor which redirects the contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual statement of work, or (2) a guideline to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.

**SSP H-19 Government-Furnished Property (Sep 2008)**

1. The government-furnished property available for use in accordance with the "Government Property" clause is the following: (a) the government-furnished property (if any) identified below or in the schedule, specifications, exhibits, and/or attachments, and/or (b) the property necessary for the performance of this contract that is accountable under the contract(s) listed below and is existing on the effective date of this contract, and whose use is authorized by, and in accordance with the conditions imposed by, the government activity that has cognizance over the property:

**Attachment 3**

**Attachment 3A**

**Attachment 5**

**Attachment 5A**

**Attachment 7**

2. If the Government limits or terminates the Contractor's authority to use the above property, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract, unless such limitation or termination is because of the Contractor's fault or failure to perform an obligation under any contract, or because of the Contractor’s use of such property under another contract. The Contractor may use other government property not identified in paragraph 1 above under this contract only if the Administrative Contracting Officer gives written approval and either rent calculated in accordance with the “Use and Charges” clause is charged or the contract price or fee is reduced by an equivalent amount.

**SSP H-20 Residual Material (Sep 2008)**

1. This clause applies separately to each fixed-price-incentive contract line item. Such contract line item is referred to below as “the CLIN.”

2. For purposes of this clause—

(a) “costs” has the same meaning as “costs” in the Incentive Price Revision – Firm Target clause (“the IPR clause”);

(b) “CLIN material” means material, other than Government-furnished material, that the Contractor must acquire to perform the CLIN (including, but not limited to, all units of any economic order quantity); and

(c) “residual material” or “RM” means acquired CLIN material that is not incorporated into a deliverable, consumed, or expended in performance.

3. The Contractor shall purchase all CLIN material.

4. Costs of RM, which are included in the Contractor’s statement of incurred costs submitted in accordance with the IPR clause, shall be considered a direct item of cost under the contract and included in the CLIN’s total final negotiated cost in accordance with the IPR clause.

5. Title to all RM, whose costs have been included in the CLIN’s total final negotiated cost, shall vest in the Government in accordance with the Government Property clause.

6. With the approval of the Contracting Officer, such RM may be transferred to one or more other contracts (“the gaining contracts”) in accordance with applicable regulations. As soon as practical, the Contractor and the Contracting Officer shall identify the type, quantity, and acquisition cost of transferred RM.

7. If the parties of this contract are also the parties of a gaining contract-–

(a) the gaining contract shall be modified to identify the transferred RM;

(b) the transfer of RM shall not affect the contract amounts of the gaining contract, if the parties negotiated the gaining contract in contemplation of such RM being furnished by the Government; and

(c) the transfer of RM shall result in a downward equitable adjustment of one or more of the contract amounts of the gaining contract, if the parties negotiated the gaining contract without contemplation of such RM being furnished by the Government.

8. The Contractor shall maintain auditable records of inventories and transfers of RM. The Contractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.

**SSP H-21 Acquisition Requirements (Mar 2010)** (Applicable for all purchase orders/subcontracts.)

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.

**SSP H-21.2 Disclosure, Use, and Protection of Proprietary Information (Feb 2019)** (Applicable for all purchase orders/subcontracts.)

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.

**SSP H-21.3 Protection and Marking of Strategic Systems Programs (SSP) Controlled Unclassified Information (Dec 2019)** (Applicable for all purchase orders/subcontracts.)

1. SSPINST 5510.38, "Protection and Marking of Strategic Systems Programs (SSP) Controlled Unclassified

Information" (“the SSPINST”) is hereby incorporated by reference into this contract.

2. As stated in the SSPINST, SSP has determined that the below list is representative of the types of controlled

unclassified information (“CUI”) managed by SSP:

(a) Procurement and Acquisition CUI, including general procurement and acquisition information, small business research and technology information, and source selection information;

(b) Proprietary Business CUI, including general proprietary business information;

(c) Privacy CUI, including CIVPERS/Personally Identifiable Information (PII) and MILPERS records

information;

(d) International Agreements and Foreign Government Information (FGI) CUI, including U.S.-UK Polaris Sales Agreement considered by the UK to contain “UK Official,” “UK Official-Sensitive,” or “UK Official-

Sensitive/PSA information,” as well as other types of international agreements information;

(e) Export Controlled CUI, including, but not limited to, information controlled by the International Traffic in Arms Regulations (ITAR);

(f) Legal CUI, including patent information and legal privilege information;

(g) Nuclear CUI, including DoD Unclassified Controlled Information (DoD UCNI); and

(h) Defense CUI, including controlled technical information (CTI) and Defense Critical Infrastructure

Information (DCRIT).

3. With respect to any of the above CUI or other CUI that is in this contract or generated or transmitted as a result of this contract, the Contractor, in addition to complying with existing applicable legal or regulatory requirements for the protection of specific types of CUI, shall mark and protect such CUI in accordance with the SSPINST, except-

(a) to the extent this contract specifies a stricter marking or protection requirement, in which case the stricter

requirement shall apply; or

(b) to the extent the parties agree that a Defense Acquisition Regulation Supplement (DFARS) clause in this

contract specifies a marking or protection requirement that is inconsistent with the SSPINST, in which case the DFARS clause requirement shall apply.

4. The requirement of paragraph 3 above shall take precedence over any other SSP requirement or policy concerning the marking or protection of CUI.

# FAR Clauses

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

**52.203-16, Preventing Personal Conflicts of Interest (DEVIATION) (Aug 2018)** (The version of the clause in DoD Class Deviation [2018-O0018](https://www.acq.osd.mil/dpap/policy/policyvault/USA002260-18-DPC.pdf) applies in lieu of the standard FAR version of the clause.)

**52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. "Government in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.)

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

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

**52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 2010) and Alternate III (Oct 1997)** (Alternate III also applies. The blank in Paragraph (c) is complete with “TBD.” )

**52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018)** (The version of the clause in DoD Class Deviation [2018-O0018](https://www.acq.osd.mil/dpap/policy/policyvault/USA002260-18-DPC.pdf) applies in lieu of the standard FAR version of the clause.)

**52.222-17, Nondisplacement of Qualified Workers (May 2014)** (Applicable for all purchase orders/subcontracts for services in excess of $150,000.)

**52.222.50, Combating Trafficking in Persons (Jan 2019)**

**52.229-8, Taxes – Foreign Cost Reimbursement Contracts (Mar 1990)** (Applicable if this is a cost reimbursement purchase order/subcontract where the work will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin."  The blanks in paragraph (a) are completed with "the foreign country in which this purchase order/ subcontract is performed.")

**52.230-2, Cost Accounting Standards (DEVIATION) (Jul 2018)** (The version of the clause in DoD Class Deviation [2018-O0015](https://www.acq.osd.mil/dpap/policy/policyvault/USA001197-18-DPAP.pdf) applies in lieu of the standard FAR version of the clause.)

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

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

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate I (Apr 1984)** (Alternate I will also apply if this purchase order/subcontract is for services and no supplies are to be furnished.)

**52.244-6, Subcontracts for Commercial Items (Aug 2019)**

**52.245-9, Use and Charges (Apr 2012)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through Lockheed Martin.)

**52.249-6, Termination (Cost-Reimbursement) (May 2004)**

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(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f) or (h) above or paragraph (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

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# DFARS Clauses

**252.203-7003, Agency Office of the Inspector General (Aug 2019)**

**252.203-7004, Display of Hotline Posters (Aug 2019)**

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

**252.204-7004, Antiterrorism Awareness Training for Contractors (Feb 2019)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where performance requires routine physical access to a Federally-controlled facility or military installation.)

**252.209-7009, Organizational Conflict of Interest -- Major Defense Acquisition Program (May 2019)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for systems engineering and technical assistance for a major defense acquisition program or a pre-major defense acquisition program that equals or exceeds both the cost or pricing data threshold and 10 percent of the value of the contract under which the subcontracts are awarded; or $50 million.)

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

**252.211-7008, Use of Government-Assigned Serial Numbers (Sep 2010)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the Seller will be in the possession of Government property for the performance of the purchase order/subcontract. If Lockheed Martin will assume responsibility for marking the property, the clause may be excluded from the subcontract.)

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

**252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014)** (Applicable for all purchase orders/subcontracts that require, may require, or permit a Seller access to a DoD installation. "Government" means "Lockheed Martin and Government.")

**252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government."  Subparagraph (b)(2) is deleted.)

**252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019)**

**252.229-7006, Value Added Tax Exclusion (United Kingdom) (Dec 2011)** (Applicable if the Seller is a United Kingdom firm. "This contract" means "the prime contract.")

**252.239-7000, Protection Against Compromising Emanations (Oct 2019)** (Applicable if classified work is required. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

**252.239-7016, Telecommunications Security Equipment Devices, Techniques, and Services (Dec 1991)** (Applicable if this purchase order/subcontract requires securing telecommunications.)

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

**252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)** (Applicable for purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the items furnished by Seller will be subject to serialized tracking.)

**252.245-7004, Reporting, Reutilization, and Disposal (Dec 2017)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, containing the clause at FAR 52.245-1, Government Property. "Contracting Officer" means “Lockheed Martin.”)

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

**252.247-7023, Transportation of Supplies by Sea (Feb 2019)**

**252.249-7002, Notification of Anticipated Contract Termination or Reduction (May 2019)**