

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
C-130 JMATS III, CONTRACT NUMBER FA8621-15-D-6276

Generated Using the 2019 Version of the Lockheed Martin CorpDocs

REV 1: August 31, 2022

REV 2: August 1, 2024

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety. In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence. To the extent that any clause included in this document is inapplicable to the performance of this Contract, the Parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

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

RESERVED

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

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (DEVIATION 2022-O0001) (OCT 2021) (Applies whenever Seller was required to furnish certified cost or pricing data in connection with this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under this contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001) (OCT 2021) (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (DEVIATION 2022-O0001) (OCT 2021) (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost

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

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2020)

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

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Paragraph (c)(1) does not apply.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.215-21 ALT IV – ALTERNATE IV – REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ("Contracting Officer" means "LOCKHEED MARTIN" in paragraphs (a)(1) and (b).)

FAR 52.216-8 FIXED FEE (JUN 2011) ("Government" and "Contracting Officer" mean "LOCKHEED MARTIN." The last two sentences are deleted.)

FAR 52.216-16 Incentive Price Revision Firm Target (OCT 1997) (Applies if this is an incentive type contract with firm targets. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.

FAR 52.219-9 ALT III – ALTERNATE III – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) (Applies if this Contract exceeds \$700,000. Does not apply if SELLER is a small business concern. "Contracting Officer" means "LOCKHEED MARTIN" in paragraph (c). SELLER's subcontracting plan is incorporated herein by reference.)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert "zero" in the blank. "Contracting Officer" means "LOCKHEED MARTIN." "Government" means "LOCKHEED MARTIN and Government.")

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

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) (Applies if FAR 52.222-41 applies to this Contract. "Contracting Officer" means "LOCKHEED MARTIN and the Contracting Officer" except in paragraph (f) where it means "LOCKHEED MARTIN." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this Contract shall not be made unless or until the Contracting Officer make appropriate adjustments to LOCKHEED MARTIN's prime contract.)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984) (Applies if this Contract is for the design, development, or operation of such a system of records.)

FAR 52.227-11 ALT I PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR – ALTERNATE I, II, III, AND/OR IV (AS APPLICABLE) (DEC 2007) (Applies if this Contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this Contract. If no agency is identified, contact LOCKHEED MARTIN's authorized purchasing representative identified on the face of the Contract.)

FAR 52.227-11 ALT II Patent Rights -- Ownership by the Contractor- Alternate II (DEC 2007) (Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract.)

FAR 52.227-11 ALT III Patent Rights -- Ownership by the Contractor - Alternate III (JUN 1989) (Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract.)

FAR 52.227-11 ALT IV Patent Rights -- Ownership by the Contractor - Alternate IV (JUN 1989) (Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract.)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

FAR 52.229-8 TAXES – FOREIGN COST – REIMBURSEMENT CONTRACTS (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "LOCKHEED MARTIN." The blank is completed with _____.)

FAR 52.232-17 INTEREST (MAY 2014) ("Government" means "LOCKHEED MARTIN.")

FAR 52.232-20 LIMITATION OF COST (APR 1984) (Applies if this Contract is fully funded. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is incrementally funded. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.233-3 ALT I PROTEST AFTER AWARD ALTERNATE I (JUN 1985) ("Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "LOCKHEED MARTIN." "thirty (30) days" is changed to "twenty (20) days.")

FAR 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)

FAR 52.243-2 ALT II – ALTERNATE II – CHANGES – COST REIMBURSEMENT (APR 1984) ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a), add as subparagraph (4) "Delivery schedule." In paragraph (d), the reference to the disputes clause is deleted.)

FAR 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOUR (SEP 2000) ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a), add as subparagraph (8) "Delivery schedule." In paragraph (d), the reference to the disputes clause is deleted.)

FAR 52.245-2 Government Property Installation Operation Services (APR 2012) (Applies if property subject to this clause will be provided to Seller for the performance of this Contract.)

FAR 52.246-2 ALT I – ALTERNATE I – INSPECTION OF SUPPLIES – FIXED PRICE (JUL 1985) ("Government" means "LOCKHEED MARTIN and the Government" except in paragraphs (f), (j), and (l) where it means "LOCKHEED MARTIN." "Contracting Officer" means "LOCKHEED MARTIN.")

FAR 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984) ("Government" means "LOCKHEED MARTIN and the Government " in paragraphs (b) and (c). "Government" means "LOCKHEED MARTIN" in paragraphs (d) and (e).)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies is Seller shall make direct shipments to the Government.)

FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS FOR AUDIT (FEB 2006) (Documents required by this clause will be provided by SELLER to LOCKHEED MARTIN. This clause is not required to be included in Contractor's subcontracts.)

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) (In paragraph (a)(2), "either" and "or contractual" is deleted. "Contracting Officer" and "Government" means LOCKHEED MARTIN except in (a)(2) where "Government" is unchanged.)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ("Government" and "Contracting Officer" mean "LOCKHEED MARTIN." In paragraph (d), "120" days" is changed to "sixty (60) days." In paragraph (e), "fifteen (15) days" is changed to "thirty (30) days," and "forty-five (45) days" is changed to "sixty (60) days." In paragraph (f), "one (1) year" is changed to "six (6) months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "ninety (90) days" is changed to "sixty (60) days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-6 ALT IV – ALTERNATE IV – TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (In paragraph (b), "Contracting Officer" means "LOCKHEED MARTIN" and "ten (10) days" means "twenty (20) days.")

DFARS 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) (The blank in the clause is completed with the following: "LOCKHEED MARTIN designated procurement representative.")

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2021) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.216-7004 AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL (SEP 2011) (SELLER shall reimburse LOCKHEED MARTIN for any reduction in fees under the prime contract to the extent SELLER's acts or omissions are responsible for covered incidents pursuant to this clause.)

DFARS 252.217-7015 SAFETY AND HEALTH (DEC 1991) ("Master Agreement" means "this Contract.")

DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991) ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean "LOCKHEED MARTIN." Paragraph (f) is deleted.)

DFARS 252.219-7003 ALT I – ALTERNATE I – SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (MAY 2019) (Applies if FAR 52.219-9 is included in this Contract.)

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

DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7001 ALT I – ALTERNATE I – BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

DFARS 252.225-7996 Acquisition Restricted to Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus (DEVIATION 2017-O0003) (SEP 2017)

DFARS 252.227-7038 ALT I – ALTERNATE I – PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.227-7038 ALT II – ALTERNATE II – PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998) ("Contracting Officer" means "LOCKHEED MARTIN.")

DFARS 252.229-7002 Customs Exemptions (Germany) (JUN 1997) (Applies if Seller is required to import goods into Germany.)

DFARS 252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012) (The blank in paragraph (b) is completed with TBD.)

DFARS 252.229-7004 STATUS OF CONTRACTS AS A DIRECT CONTRACTOR (SPAIN) (JUN 1997) ("Contracting Officer" means "LOCKHEED MARTIN" in paragraphs (d), (e) and (f). The blank in paragraph (g) is completed with TBD.)

DFARS 252.229-7005 TAX EXEMPTIONS (SPAIN) (MAR 2012)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applies is Seller is a United Kingdom firm. "This contract" means "the prime contract.")

DFARS 252.229-7008 Relief from Import Duty (United Kingdom) (DEC 2011) (Applies if Seller is a United Kingdom firm.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) ("Government" means "LOCKHEED MARTIN and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (In paragraph (b), "Government" means "LOCKHEED MARTIN.")

DFARS 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)

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

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "LOCKHEED MARTIN.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if Seller is required to tag, label, or mark Government-furnished property.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016) (Applies if Government property may be located at Seller's facilities for the performance of this Contract. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS – OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d), "Contracting Officer" means "LOCKHEED MARTIN.")

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012) (Applies if SELLER will perform work under this Contract on a Government installation. "Contracting Officer" means "LOCKHEED MARTIN.")

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if SELLER will perform work on a Government installation. "Contracting Officer" means "LOCKHEED MARTIN." In paragraph (e), "the prime contractor" means "SELLER.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if SELLER will perform work on a Government installation. All communication with the Government required by this clause shall be conducted through LOCKHEED MARTIN.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

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

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBERINCIDENT REPORTING (MAY 2024)

(a) Definitions. As used in this clause--

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale

integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government a 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 redefined 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" (available via the internet at <https://csrc.nist.gov/publications/sp800>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii) (A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1,2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/documentstemplates/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing

therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and

identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers,

servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber

incident, as well as other information systems on the Contractor's network(s), that may have been accessed as 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

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to --

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

(2) For any United Kingdom (UK) company within scope of the UK MOD ISN Number 2021/03, allow the national/designated security authority for the UK to coordinate with the DC3 so that the DC3 may request the national/designated security authority to provide information obtained from the media related to covered defense information provided by or developed for DoD that may have been compromised or to decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis, unless the Contractor is a UK company within scope of the UK MOD ISN Number 2021/03.

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

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

(2) If the Contractor is a UK company within scope of the UK MOD ISN Number 2021/03, assist in the damage assessment by --

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

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

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

"Basic Assessment" means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

"High Assessment" means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for

Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

"Medium Assessment" means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor, excluding any UK company within scope of the UK MOD ISN Number 2021/03, shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology [at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-AssessmentMethodology-Version-1.2.1-6.24.2020.pdf](https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-AssessmentMethodology-Version-1.2.1-6.24.2020.pdf), if necessary.

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

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) Foreach system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE)code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s)of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from

associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals.

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at .

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph(g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf).

(2) Excluding any subcontract or other contractual instrument with a UK company within scope of the UK MOD ISN Number 2021/03, the Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>, for all covered contractor information

systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to <mailto:webptsmh@navy.mil> for posting to SPRS along with the information required by paragraph (d) of this clause

Revision 2 dated July 25, 2024. The following Special Provision clauses have been added:

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBERINCIDENT REPORTING (MAY 2024)

NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)