**Document # CS120 Rev 0**

**Contract** 1688514

**Sample Retrieval Lander (SRL) Landing Gear**

Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “JPL Subcontracts Manager” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Jet Propulsion Laboratory (“JPL”)” means “Lockheed Martin.” However, the words “Jet Propulsion Laboratory (“JPL”) and “JPL Subcontracts Manager” do not change 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. The words “Government” and “Contracting Officer” also 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.

**JPL GENERAL PROVISIONS SET FOR: COST-REIMBURSEMENT WITH COMMERCIAL ORGANIZATIONS SUBCONTRACT**

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

(Work performed outside the United States is exempt from the requirements of this clause.) (a) Subcontractor agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12101, et. seq.) and all implementing regulations. (b) Subcontractor agrees that it will be responsible to the Government and JPL for, and will indemnify and hold harmless the Government and JPL, its trustees, officers, and employees from any loss, cost, damage, expense or liability or suit therefore, by reason of actual or alleged property damage or personal injury of whatever kind or character, arising out of, or in connection with performance of the requirements of Paragraph (a) above by the Subcontractor or any of its lower-tier subcontracts, however the same may be caused, excepting only such loss, cost, damage, expense or liability attributable to the sole or contributory active negligence of the Government or of JPL, its trustees, officers, or employees. 7 (CR) JPL 07/19 (c) Subcontractor agrees to insert this provision, including this Paragraph (c), in all lower-tier subcontracts and purchase orders hereunder.

**DELEGATION OF DUTIES** The Subcontractor is prohibited, without prior written JPL consent, from delegating any part of the duties required of it by this Subcontract; provided, however, that nothing contained herein shall be deemed to prohibit the Subcontractor from placing purchase orders and lower-tier subcontracts, subject, however, to the clause of this Subcontract entitled "Lower-tier Subcontracts." Delegation of duties without such consent is void.

**ELECTRICAL EQUIPMENT ACQUISITION** Applicable if: the Subcontract involves acquisition of off-the-shelf electrical equipment for delivery to or use by JPL or its designees. The electrical equipment being provided by the Subcontractor under this Subcontract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association, or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to the Subcontractor at the Subcontractor's expense. The Subcontractor agrees to require lower-tier subcontractors, if any, which supply electrical equipment for delivery to or use by JPL or its designees to comply with this clause.

**GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA**

(a) Definitions. As used in this clause— “Government-furnished computer software” or “GFCS” means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or Government purpose license rights thereto; and (2) subsequently furnished to the Subcontractor for performance of a JPL Subcontract. “Computer software,” “data” and “technical data” have the meaning provided in the Federal Acquisition Regulation (FAR) Subpart 2.1- “Definitions,” and the “Rights in Data—General” clause (FAR 52.227-14).

(b) The Government through JPL will furnish to the Subcontractor the GFCS described in this Subcontract or in writing by the Government through the JPL Subcontracts Manager. The Government through JPL will furnish related technical data needed for the intended use of the GFCS.

(c) Use of GFCS and related technical data. The Subcontractor shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this Subcontract unless otherwise provided for in this Subcontract or approved by the JPL Subcontracts Manager. (1) The Subcontractor shall not, without the express written permission of the Contracting Officer through the JPL Subcontracts Manager, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this Subcontract. (2) The Subcontractor shall not modify or enhance the GFCS except as required pursuant to the performance of work under this Subcontract. If the GFCS is modified or enhanced pursuant to this Subcontract, the Subcontractor shall provide to JPL the complete source code, if any, of the modified or enhanced GFCS. (3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this Subcontract shall be defined by the FAR “Rights in Data-General” clause. (4) The Subcontractor may provide the GFCS, and any modified or enhanced versions thereof, to lower-tier subcontractors as required for the performance of work under this Subcontract. Before release of the GFCS, and any modified or enhanced versions thereof, to such Subcontractors (at any tier), the Subcontractor shall insert, or require the insertion of, this clause, including this Paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Subcontractor “Lower-Tier Subcontractor” is substituted for the Subcontractor so that the lower-tier subcontractor has all rights and obligations of the Subcontractor in the clause.

(d) The JPL Subcontracts Manager may by written notice, at any time— (1) Increase or decrease the amount of GFCS under this Subcontract; (2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Subcontractor for JPL under this Subcontract; (3) Withdraw authority to use the GFCS or related technical data; or (4) Instruct the Subcontractor to return or dispose of the GFCS and related technical data.

(e) Title to or license rights in GFCS. The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to JPL. 10 (CR) JPL 07/19

(f) Waiver of Claims and Indemnification. The Subcontractor agrees to waive any and all claims against JPL and the Government, and shall indemnify and hold harmless the agents of the Government and JPL, and their 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 the GFCS and related technical data by the Subcontractor or by any person to whom the Subcontractor has, without authorization, released or disclosed such GFCS or related technical data. JPL and the Government make no warranty with respect to the serviceability and/or suitability of the GFCS for Subcontract performance. In addition, equitable adjustments shall be made in accordance with the procedures of the “Changes” clause in the event of a delivery of Government-furnished computer software to the Subcontractor in a condition not suitable for its intended use.

**INSURANCE- LIABILITY TO THIRD PERSONS**

(a) The Subcontractor shall purchase from and maintain in a company or companies lawfully licensed and admitted in a state of the United States and maintain during the policy term a minimum A.M. Best Rating Requirement of at least AXIII or better, such insurance as will protect the Subcontractor from claims set forth below which may arise out of or result from the Subcontractor’s operations under the Subcontract and for which the Subcontractor may be legally liable, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All policies for such insurance shall include, in addition to the Subcontractor’s interest, the respective interests of JPL by naming them as additional insured by way of endorsement under all coverages described below except Workers’ Compensation and Employer’s Liability. Such additional insured shall not, in any way, be obligated to pay any amounts including, but not limited to, deductibles, self-insured retentions, co-pays and the like. The required policies and provisions are as follows: (1) Workers' Compensation and Employer's Liability Insurance (WC 00 00 00 C or its equivalent) providing coverage for the Subcontractor as required by applicable Federal and State workers' compensation and occupational disease statutes where the Work is performed and Employer’s Liability insurance on an “occurrence” basis with an aggregate policy limit of not less than the following: Bodily Injury by Accident, One Million Dollars ($1,000,000) each accident; Bodily Injury by Disease, One Million Dollars ($1,000,000) each employee; Bodily Injury by Disease, One Million Dollars ($1,000,000) annual aggregate The workers compensation policy shall include a waiver of subrogation in favor of JPL. (2) Commercial General Liability Insurance (CG 0001 04 13 or its equivalent) including coverage for products, completed operations, premises liability, personal and advertising injury and contractual liability, with limits not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence and Two Million Dollars ($2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence or in the aggregate for any incident which occurs during the policy period, regardless of when the claim is filed. Commercial Automobile Liability Insurance (CA 00 01 10 13 or its equivalent) covering all hired, owned and non-owned vehicles used by or on behalf of the Subcontractor with combined single limits of Two Million Dollars ($2,000,000) per accident.

(b) Insurance Endorsements. Without prejudice to Subcontractor’s liability to indemnify JPL as stated in the Indemnification provision of this Subcontract, the Subcontractor shall, at its own expense, furnish (i) certificates of insurance for the coverages specified herein, and (ii) an additional insured endorsement naming NASA and Caltech/JPL as additional insureds to the Subcontract for the coverage specified in (a) above, including waiver of subrogation. Such endorsement shall provide that the required insurance shall be effective for the duration of the Subcontract. Such endorsement shall (i) cover contractual liability assumed under this Subcontract, and (ii) be primary and non-contributing to any insurance procured by JPL.

(c) The Subcontractor agrees to submit for approval of JPL, to the extent and in the manner required by JPL, any other insurance maintained by the Subcontractor in the performance of this Subcontract and for which the Subcontractor seeks reimbursement.

(d) The Subcontractor shall be reimbursed: (1) For that portion (i) of the reasonable cost of insurance allocable to this Subcontract; and (ii) required or approved under this clause; and (2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise. These liabilities must arise out of the performance of this Subcontract, whether or not caused by the negligence of the Subcontractor or of the Subcontractor's agents, servants, or employees, and must be 11 (CR) JPL 07/19 represented by final judgments or settlements approved in writing by JPL. These liabilities are for (i) loss of or damage to property (other than property owned, occupied, or used by the Subcontractor, rented to the Subcontractor, or in the care, custody, or control of the Subcontractor); or (ii) death or bodily injury.

(e) JPL's liability under Paragraph (d) of this clause is subject to the availability of funds under the Prime Contract at the time a contingency occurs.

(f) The Subcontractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities): (1) For which the Subcontractor is otherwise responsible under the express terms of any clause or clauses specified in the Schedule or elsewhere of the Subcontract; (2) For which the Subcontractor has failed to insure or to maintain insurance as required; or (3) That result from willful misconduct or lack of good faith on the part of any of the Subcontractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of: (A) All or substantially all of the Subcontractor's business; (B) All or substantially all of the Subcontractor's operations at any one plant or separate location in which this Subcontract is being performed; or (C) A separate and complete major industrial operation in connection with the performance of this Subcontract.

(g) The provisions of Paragraph (f) of this clause shall not restrict the right of the Subcontractor to be reimbursed for the cost of insurance maintained by the Subcontractor in connection with the performance of this Subcontract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the "Allowable Cost and Payment" clause of this Subcontract.

(h) If any suit or action is filed or any claim is made against the Subcontractor, the cost and expense of which may be reimbursable to the Subcontractor under this Subcontract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Subcontractor shall: (1) Immediately notify JPL and promptly furnish copies of all pertinent papers received; (2) Authorize JPL or Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and (3) Authorize JPL or Government representatives to settle or defend the claim and to represent the Subcontractor in or to take charge of any litigation, if required by JPL, when the liability is not insured or covered by bond. The Subcontractor may, at its own expense, be associated with JPL or the Government representatives in any such claim or litigation.

(i) Indemnification for Injuries on Premises Under the Control of JPL. Paragraphs (i),(j) and (k) of this clause are applicable as to any injuries at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL when such injuries arise out of or in connection with the performance of work hereunder by the Subcontractor or any of its lower-tier subcontractors. Paragraphs (i), (j) and (k) are not applicable to work not performed at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California nor premises not under the control of JPL.

(j) Indemnification. Notwithstanding Paragraph (d)(2), if any injury occurs to Subcontractor employees or its lower-tier subcontractor employees on the premises under the control of JPL, to the fullest extent permitted by law, the Subcontractor will indemnify, immediately defend and hold harmless NASA and Caltech/JPL from any loss, cost, damage, expense or liability, including attorney’s fees, or any suit therefore, by reason of actual or alleged claims of personal injury of whatever kind or character, arising out of or in connection with the performance of work hereunder, however caused, including any resulting from any alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, but excepting only a duty to indemnify to the extent such loss, cost, damage, expense or liability is attributable to the sole negligence or willful misconduct of NASA, Caltech/JPL or its employees.

(k) Lower-tier subcontractors. The Subcontractor shall insert the substance of Paragraphs (i), (j) and (k), in lower-tier subcontracts under this Subcontract, if the lower-tier subcontract requires work which occur at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL. 12 (CR) JPL 07/19

(l) This clause shall be interpreted pursuant to California law.

**LOWER-TIER SUBCONTRACTS**

(a) JPL reserves the right to require submission of any lower-tier subcontract or purchase order, and related documentation, for advance consent; in such cases, JPL may, in its discretion, ratify in writing any lower-tier subcontract, and such ratification shall constitute consent.

(b) The Subcontractor agrees that no lower-tier subcontract placed under this Subcontract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type lower-tier subcontracts shall not exceed the fee limitations in Part 15.404 of FAR and any corresponding implementing or supplementing clauses in the NFS, unless approved by JPL. 13 (CR) JPL 07/19

(c) The Subcontractor shall give JPL immediate notice in writing of any action or suit filed and prompt notice of any claim made against the Subcontractor by any lower-tier subcontractor or supplier which, in the opinion of the Subcontractor, may result in litigation related in any way to this Subcontract with respect to which the Subcontractor may be entitled to reimbursement from JPL.

(d) JPL may, in its discretion, specifically approve in writing any of the terms and conditions of a purchase order or lower-tier subcontract. However, such approval or the consent of JPL obtained as required by this clause shall not be construed to constitute a determination (i) of the acceptability of any lower-tier subcontract terms and conditions; (ii) of the allowability of any cost under this Subcontract; or (iii) to relieve the Subcontractor of any responsibility for performing this Subcontract.

**ORDER OF PRECEDENCE**

(a) The rights and obligations of the parties of this Subcontract shall be subject to and governed by the Schedule, the General Provisions (the term "General Provisions" includes any "Additional General Provisions"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.

(b) To the extent of any inconsistency between (i) the Schedule, other than the Alterations Clause, (ii) the Alterations Clause in the Schedule, and (iii) the GPs, the inconsistency will be resolved in the following order of priority: (1) The Alterations Clause. (2) The GPs not altered. (3) The Schedule, other than the Alterations Clause.

(c) To the extent of any inconsistency between: (1) The Schedule, other than any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise, in the Schedule or the General Provisions, and (2) Any proposals, specifications or other documents or clauses which are made a part of this Subcontract by reference or otherwise in the Schedule or the General Provisions, (3) (c)(1) has order of precedence over (c)(2).

(d) All clauses of this Subcontract that are required by their terms to be included in lower-tier subcontracts shall be required by the Subcontractor to take precedence in the lower-tier subcontract over any other clauses.

**PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN SUBCONTRACT PERFORMANCE**

(a) The Subcontractor, its employees, agents and lower-tier subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Subcontract without prior approval of the JPL Subcontracts Manager. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Subcontractor has in effect Aircraft Liability Insurance coverage of not less than $5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. The Subcontractor shall be required as a condition of JPL's approval to submit an endorsement naming Caltech and JPL as an additional insured in such aircraft liability insurance policy. The Subcontractor shall include this clause in any lower-tier subcontract involving travel subject to JPL approval or requiring that the lower-tier subcontractor utilize a privately owned (noncommercial) aircraft.

**RELEASE OF INFORMATION**

(a) The Subcontractor agrees that all information released by the Subcontractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, advertising copy) directly related to the Subcontractor's work with and for JPL will be submitted to JPL for review for technical accuracy prior to issuance. (See form JPL 1737, "Release of Information.")

(b) The Subcontractor agrees to insert this clause including this Paragraph (b) in all lower-tier subcontracts.

**RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA**

(a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Subcontracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties. 15 (CR) JPL 07/19

(c) This Subcontract may use restricted funding that was appropriated on or after April 25, 2011. The Subcontractor shall not contract with China or Chinese-owned companies for any effort related to this Subcontract except for acquisition of commercial and non-developmental items. If the Subcontractor anticipates making an award to China or Chinese-owned companies, the Subcontractor must contact the Contracting Officer through the Subcontracts Manager to determine if funding on this Subcontract can be used for that purpose.

(d) The Subcontractor represents that the Subcontractor is not China or a Chinese-owned company.

(e) Lower-tier subcontracts - The Subcontractor shall include the substance of this clause in all lower-tier subcontracts made hereunder.

**UNION DATA FOR ON-SITE SUBCONTRACTORS**

*Applicable to: [i] to any time-and-material or labor-hour Subcontract where the work is performed at a JPL-controlled facility and [ii] to any other Subcontract for which any Subcontractor personnel work in residence at a JPL-controlled facility. Work performed outside the United States is exempt from the requirements of this clause.*

 (a) The Subcontractor shall provide JPL-requested union information, including union information pertaining to its lower-tier subcontractors, if any, on the "Request for Union Data Regarding On-Site Subcontractors and their lower-tier subcontractors," set forth below. A copy of this form (sample shown below), filled in, shall be returned to the cognizant JPL Subcontracts Manager's attention. Any changes in the data, such as the addition of a new union lower-tier subcontractor, shall be provided to JPL through timely resubmission of the following form: REQUEST FOR UNION DATA REGARDING ON-SITE SUBCONTRACTORS AND THEIR LOWER-TIER SUBCONTRACTORS

1. Date:

2. Subcontract number:

3. Scheduled Subcontract completion date:

4. Subcontractor name:

5. Total number of on-site personnel:

6. Cognizant Subcontracts Manager:

7. Lower-tier subcontractors under this Subcontract with union personnel working on-site at JPL-controlled facilities. 16 (CR) JPL 07/19 Number of Lower-tier Subcontractor Personnel at JPL Site: Lower-tier Subcontractor: Total Personnel: No. of Union Personnel:

8. Brief description of scope of work and location of work site sufficient to locate the union Subcontract and lower-tier subcontract workers.

9. a. Local union name: Local No. (if any): b. Number of on-site Subcontractor/Lower-tier Subcontractor personnel represented: c. Name, phone number and address of business agent representing the local union:

(1) Name:

(2) Phone:

(3) Address:

d. Expiration date of labor agreement:

e. (1) If applicable, the employer association responsible for negotiating each agreement for Subcontractor/lower-tier subcontractor:

(2) If applicable, the names of Subcontractor’s/lower-tier subcontractor’s local employer representatives who take part in such negotiations:

10. Name, phone number and address of the Subcontractor’s lower-tier subcontractor’s representative who is responsible for handling labor relations/human resources issues:

a. Name:

b. Phone:

c. Address:

(Note: For items 8., 9., and 10., provide for each union and also for each on-site lower-tier subcontract, as applicable.)

**JPL Additional General Provisions**

**AUDIT NEGOTIATION – ACCESS TO COMPUTERS**In conducting audits pursuant to FAR 52.215-2, Audits and Records- Negotiations, Government auditors shall be provided, at their option, access to physically inspect and inventory computer systems, equipment, and software used at JPL. This clause is applicable to all computers used at JPL, regardless of who owns the computers.

**DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE**

1. For purposes of administration of the clause of this Subcontract entitled "New Technology" or "Patent Rights-- Retention by the Subcontractor (Short Form)," whichever is included, the following named representatives are hereby designated to administer such clause:

|  |  |  |
| --- | --- | --- |
| **Title** | **Office Code** | **Address (including zip code)** |
| New Technology Representative | MS/ 180-801 | NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109 |
| Patent Representative | MS/ 180-802 | NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109 |

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative with a copy to the Subcontracts Manager unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any lower-tier Subcontract hereunder requiring a "New Technology” clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer through JPL.

The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

**SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES AND ACCESS**

(a) The Subcontractor shall protect the confidentiality, integrity, and availability of NASA and JPL Information and Information Technology (IT) resources, as well as protect NASA and JPL Information from unauthorized disclosure. In particular, the Subcontractor shall be responsible for the IT security of all Subcontractor systems connecting to JPL’s internal, non-public network, regardless of location.

(b) This clause is applicable to all JPL subcontractors and lower-tier subcontractors if: AGP Page 26 of 32 07/19 (1) The Subcontractor has any presence on JPL’s non-public, unclassified internal network (intranet). This presence occurs when Subcontractor equipment accesses the JPL intranet by Ethernet cable, JPL’s Wireless Network Access service (https://jplnet.jpl.nasa.gov/wifi/), or JPL’s Remote Access service (https://ras.jpl.nasa.gov); or (2) The Subcontractor generates, stores, processes, or exchanges unclassified electronic information, to include Controlled Unclassified Information (CUI), for NASA or JPL in support of NASA’s missions, programs, projects and/or institutional requirements, regardless of whether the information resides on a NASA, JPL, or subcontractor information system. The applicable requirements are stated in Paragraph (e) below.

(c) Definitions. (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store NASA or JPL electronic information. (2) NASA or JPL Electronic Information is any data (as defined in the Rights in Data clause of this Subcontract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on a NASA or JPL IT system(s) in the performance of this subcontract. (3) IT Security Plan is specific to the IT System and not the Subcontract. The Subcontractor shall develop IT System Security Plans per the requirements stated in paragraph (e) below. All Subcontractor personnel requiring physical or logical access to NASA or JPL IT resources must complete NASA’s annual IT Security Awareness training or JPL’s annual IT Security Awareness training, which is based on NASA’s annual IT Security Awareness Training and industry resources, and is supplemented by JPL-specific needs. JPL IT security training is located at http://itet.jpl.nasa.gov/. (4) Controlled Unclassified Information (CUI) - The Controlled Unclassified Information (CUI) standardizes the way the Executive branch handles information that requires protection and that is not classified. On November 4, 2010, President Obama signed Executive Order 13556 "Controlled Unclassified Information", which establishes a program for managing this information. The categories are listed at <http://www.archives.gov/cui/registry/category-list.html#categories>.

(d) The Subcontractor shall afford Government and JPL access to the Subcontractor’s and lower-tier subcontractors’ facilities, installations, operations, documentation, information contained in databases and personnel used in performance of the Subcontract. Access shall be provided to the extent required to carry out a program of IT inspection (to include results of vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA or JPL Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) Requirements:

(1) The Subcontractor shall establish procedures, roles, and responsibilities to implement the specified areas of IT Security.

(2) The Subcontractor shall protect the confidentiality, integrity, and availability of Subcontractor information systems in a manner commensurate with their sensitivity, value, and criticality by:

(A) Communicating security responsibilities documented in approved security plans and in rules of behavior according to whichever of the following three (3) circumstances applies:

(i) Subcontractor has a persistent presence on JPL's unclassified, non-public, internal network (intranet). Persistent presence means access to JPL's intranet is obtained through a direct wired or wireless connection, as opposed to being provided via JPL’s Remote Access service (<https://ras.jpl.nasa.gov>).

Action needed: All affected Subcontractor assets must be identified in the IT Security Database (ITSDB) (https://secdb.jpl.nasa.gov/itsdb/) and included in an authorized ITSDB security plan.

(ii) Subcontractor does not have a persistent presence on JPL's intranet AGP Page 27 of 32 07/19 Action needed: Any of the following three options can be used to demonstrate compliance, and this compliance must be demonstrated annually.

• Subcontractor provides a certificate issued by a United States Government entity (e.g., GSA) whose scope includes the assets that will support this subcontract

Or,

• Subcontractor completes all of the following templates provided by the National Institute of Standards and Technology (NIST) that address risk assessment, security planning, business impact analysis, and contingency planning o Appendix K from Guide for Conducting Risk Assessments (http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800\_30\_r1.pdf) o Appendix A from Guide for Developing Security Plans for Federal Information Systems (http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf) o Appendix A from Contingency Planning Guide for Federal Information Systems (http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1\_errata-Nov11- 2010.pdf) o Appendix B from Contingency Planning Guide for Federal Information Systems (http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1\_errata-Nov11- 2010.pdf)

Or,

• Subcontractor completes a template provided by JPL OCIO that addresses basic aspects of IT security, located at https://itsec.jpl.nasa.gov/vendor.php (then click on “JPL\_AGP\_Cyber\_Review\_Template\_Rev\_41.xlsx”) (iii) Subcontractor is providing a commodity service or product Action needed: Subcontractor demonstrates compliance by

• Providing a certificate issued by a United States Government entity (e.g., GSA) for the service or product, or

• Appearing on an OCIO-approved list, or

• Agreeing to JPL’s modifications to the Subcontractor’s standard subcontract

(B) Assessing and documenting risk through the identification of potential threats and vulnerabilities, while considering the sensitivity of the information being protected;

(C) Ensuring the security of information systems and services when they are developed, acquired, or when software is installed by users;

(D) Ensuring users receive the training necessary to perform their functions in a secure manner;

(E) Managing the security impact of changes to information system configurations;

(F) Ensuring the availability of resources by limiting the impact of disruptive events through the development of contingency plans, role-specific training, periodic contingency plan testing and updates;

(G) Minimizing the impact of security incidents through training, testing, timely detection, and mitigation;

(H) Reducing the security risks associated with maintenance activities by managing and documenting when, how, and by whom information systems are maintained;

(I) Ensuring that information system media are protected against unauthorized access when transported or stored, and by sanitizing media before being discarded or released for reuse;

(J) Ensuring that only authorized personnel are granted access to facilities housing information systems and their distribution and transmission lines; and mitigating the risk of environmental hazards through emergency systems and the use of alternate work locations;

(K) Ensuring that personnel who require access to Subcontractor information systems have been screened consistent with the risk designation of their position; AGP Page 28 of 32 07/19

(L) Protecting the integrity of software and data by detecting and correcting security flaws;

(M) Preventing unauthorized use of Subcontractor information systems by providing managed and secure access;

(N) Ensuring that sufficient information is captured to reconstruct security-related events through creation, review, and retention of audit and accountability records;

(O) Ensuring that access to non-public Subcontractor information systems will be provided only to verified users and devices; and –

(P) Protecting stored, processed, or transmitted information by implementing secure communications, and separation of system services.

(f) The Subcontractor shall provide via mutually agreed-upon formats, all information required to assist NASA and JPL in their Federal Information Security Management Act (FISMA) reporting responsibilities.

(g) The Subcontractor shall report any suspected IT security incidents that involve NASA or JPL data, systems, or networks by calling the JPL Unified Service Desk at 818-354-4357 and collaborate with JPL OCIO and NASA SOC in the investigation and resolution of IT security incidents.

(h) The Subcontractor shall insert this clause, including this paragraph in all lower-tier subcontracts that process, manage, access or store NASA or JPL Electronic Information in support of the mission of the Agency.

(i) The Subcontractor certifies that it shall comply with the requirements set forth in this clause within 90 days of subcontract execution.

**HANDLING, PROTECTION, AND RELEASE OF RESTRICTED INFORMATION**

1. **Handling and Protection of Restricted Information**

(a) Definition. “Restricted information,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:

(1) Limited rights data;

(2) Restricted computer software;

(3) Information incidental to Subcontract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;

(4) Information designated by the U.S. Government as Sensitive But Unclassified (SBU);

(5) Information that is marked JPL/Caltech Proprietary, Proposal Sensitive or Business Discreet;

(6) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and

(7) Information obtained directly from JPL electronic resources, such as JPL computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.

(b) Regardless of minor differences in language, this Additional General Provision is meant to be an equivalent to NASA FAR Supplement clauses 1852.237-72, Access to Sensitive Information, and 1852.237-73, Release of Sensitive Information, or their successors, and, as such, inclusion of this Additional General Provision in this subcontract or any lower-tier subcontracts thereunder allows the Government and JPL in support and furtherance of its obligations under its prime contract with NASA the same rights to release any marked data as those set forth in NASA FAR Supplement 1852.237-73(b) or to provide data to the Subcontractor or any lower-tier subcontractors under this subcontract as set forth in NASA FAR Supplement 1852.237-73(d).

(c) Restrictions on use and disclosure of restricted information. With regard to any restricted information to which the Subcontractor is given access, by or on behalf of NASA or JPL, in performance of this Subcontract that is either marked with a restrictive legend indicating that use and disclosure of the information is restricted or is specifically AGP Page 10 of 32 07/19 identified in this Subcontract or in writing by the JPL Subcontracts Manager as being subject to this clause, the Subcontractor agrees to:

(1) Use such restricted information only for the purposes of performing the services specified in this Subcontract;

(2) Safeguard the restricted information from unauthorized use and disclosure;

(3) Allow access to the restricted information only to those employees and lower-tier subcontractors that need it to perform services under this Subcontract;

(4) Preclude access and disclosure of the restricted information to persons and entities outside of the Subcontractor’s or its lower-tier subcontractor’s organization(s);

(5) Inform employees who may require access to the restricted information about obligations to use it only to perform the services specified in this Subcontract and to safeguard it from unauthorized use and disclosure;

(6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause;

(7) Return or dispose of the restricted information, as NASA or JPL may direct, when the restricted information is no longer needed for performance of work under this Subcontract; and

(8) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.

(d) Exceptions

(1) The obligations and prohibitions of Paragraph (b) do not apply to restricted information which the Subcontractor can demonstrate to the JPL Subcontracts Manager—

(A) Was publicly available at the time of receipt by the Subcontractor or thereafter becomes publicly available without breach of this Subcontract;

(B) Was known to, in the possession of, or developed by or for the Subcontractor independently of the restricted information received from the JPL, and such knowledge, possession, or independent development can be shown;

(C) Was received by the Subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the Subcontractor to hold it in confidence; or

(D) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner’s control, or with the prior written approval of the owner.

(2) Under a valid order of a court or Government agency, the Subcontractor may release restricted information to which the Subcontractor is given access by or on behalf of NASA or JPL in performance of this Subcontract, provided that the Subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure. The Subcontractor shall provide a copy of the notice to the JPL Subcontracts Manager.

(e) In the event that restricted information provided to the Subcontractor by or on behalf of NASA or JPL includes a restrictive legend that the Subcontractor deems to be ambiguous or unauthorized, the Subcontractor must notify the JPL Subcontracts Manager of such condition. Notwithstanding such a notification, as long as the restrictive AGP Page 11 of 32 07/19 legend provides an indication that a restriction on use or disclosure was intended, the Subcontractor will treat the restricted information pursuant to the requirements of this clause unless otherwise directed in writing by the JPL Subcontracts Manager or the owner of the restricted information.

(f) Other subcontractual restrictions on restricted information. This clause is subordinate to all other Subcontract clauses or requirements that specifically address the access, use, handling, protection or disclosure of information. If any restrictions or authorizations in this clause are inconsistent with a requirement of any other clause of this Subcontract, the requirement of the other clause shall take precedence over the requirement of this clause. Third party limited rights data and restricted computer software will be provided under this Subcontract only as authorized by the clause at 52.227–14, Rights in Data—General, Alternates II and III (as modified by 1852.227–14, if applicable). If the Subcontractor believes there is a conflict between this clause and another clause in this Subcontract regarding the access, use, handling, protection or disclosure of restricted information, the Subcontractor must consult with the JPL Subcontracts Manager before taking subsequent actions under the other clause.

(g) The JPL Subcontracts Manager may require the Subcontractor to demonstrate how it is complying with this Handling and Protection of Restricted Information clause.

(h) Remedies. Recognizing that this Subcontract establishes a high standard of accountability and trust, the Subcontractor’s breach of any of the conditions of this clause may provide grounds for the Government or JPL to pursue such remedies as may be permitted by law, regulation, or this Subcontract. Unauthorized uses or disclosures of sensitive information may result in termination of this Subcontract for default, in addition to any other rights and remedies available by law to the Government, JPL or other provider of sensitive information.

(i) Unless otherwise specifically provided in this Subcontract, no warranty, express or implied, including without limitation any warranty of accuracy, utility, merchantability or of fitness for a particular purpose, is provided hereunder for any of the disclosed sensitive information.

(j) The Subcontractor’s obligations under this clause shall survive the expiration or termination of this Subcontract.

**2. Release of Restricted Information**

(a) Definition. “Restricted information,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:

(1) Limited rights data;

(2) Restricted computer software;

(3) Information incidental to Subcontract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;

(4) Information designated by the U.S. Government as Sensitive But Unclassified (SBU);

(5) Information that is marked JPL/Caltech Proprietary, Proposal Sensitive or Business Discreet;

(6) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and

(7) Information obtained directly from JPL electronic resources, such as JPL computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked. AGP Page 12 of 32 07/19

(b) Subcontractors, as well as their lower-tier subcontractors and their individual employees, may require access to restricted information in the JPL’s possession. The Subcontractor agrees that, where needed for the performance of a subcontract, JPL may release to the Subcontractor and to any of its lower-tier subcontractors, restricted information delivered during the course of this Subcontract. Additionally, offerors agree that restricted information submitted with their proposals may be provided to JPL service subcontractors that assist JPL with subcontract closeout. If suitably marked with a legend indicating that use and disclosure of restricted information is restricted or if the information falls under Paragraph 2.(a)(6) or Paragraph 2.(a)(7), such restricted information will be subject to the enumerated protections mandated by this clause. The Subcontractor’s limited rights data and restricted computer software will be provided to other JPL subcontractors or their lower-tier subcontractors only as authorized by the clause at 52.227–14, Rights in Data-General, Alternates II and III (as modified by 1852.227–14, if applicable).

(c) Unless the JPL Subcontracts Manager decides that reasonable grounds exist to challenge the markings, NASA, JPL, and its Subcontractors and lower-tier subcontractors, shall comply with all of the safeguards contained in Paragraph 2.(d) and Paragraph 1. of this clause.

(d) To receive access to restricted information needed to assist NASA and JPL in accomplishing NASA mission activities and management and administrative functions, the Subcontractor and lower-tier subcontractors must be operating under a subcontract that contains this clause, which obligates the Subcontractor or lower-tier subcontractor, with respect to restricted information marked with a legend indicating that use and disclosure of the information is restricted, to do the following:

(1) Use such restricted information only for the purpose of performing the services specified in its Subcontract;

(2) Safeguard such restricted information from unauthorized use and disclosure;

(3) Allow access to such restricted information only to those employees and Subcontractors that need it to perform services under the Subcontract;

(4) Preclude access and disclosure of such restricted information to persons and entities outside of the Subcontractor’s or its lower-tier subcontractor’s organization(s);

(5) Inform employees who may require access to such restricted information about obligations to use it only to perform the services specified in its Subcontract and to safeguard it from unauthorized use and disclosure;

(6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause; and

(7) Return or dispose of such restricted information, as NASA or JPL may direct, when the restricted information is no longer needed for performance of work under the Subcontract.

(8) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.

(e) Exceptions. The obligations and prohibitions of Paragraph (e) of this clause do not apply to restricted information which the receiving Subcontractor can demonstrate to the JPL Subcontracts Manager –

(1) Was publicly available at the time of receipt by the receiving Subcontractor or thereafter becomes publicly available without breach of this Subcontract;

(2) Was known to, in the possession of, or developed by or for the receiving Subcontractor independently of the restricted information received from the Government or JPL, and such knowledge, possession, or independent development can be shown; AGP Page 13 of 32 07/19

(3) Was received by the receiving Subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the receiving Subcontractor to hold it in confidence;

(4) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner’s control, or with the prior written approval of the owner; or

(5) Is required to be released under a valid order of a court or Government agency, provided that the Subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure.

(f) Subcontractor personnel requiring privileged access or limited privileged access to JPL or NASA information technology systems that contain restricted information and that are the primary responsibility of another Subcontractor are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to JPL or NASA missions. The JPL Subcontracts Manager may allow the Subcontractor to conduct its own screening, provided the Subcontractor employs substantially equivalent screening procedures.

(g) This clause does not affect JPL’s rights or NASA’s responsibilities under the Freedom of Information Act.

**3. Lower-tier Subcontracts**

The Subcontractor is responsible for the actions of its lower-tier subcontractors in their performance of this Subcontract. The Subcontractor shall accordingly insert, or require the insertion of Paragraphs 1. and 2. of this clause, including this Paragraph 3., suitably modified to reflect the relationship of the parties, in all lower-tier subcontracts (regardless of tier) to the extent that such a provision is necessary to ensure that the lower-tier subcontractors are acting in accordance with the requirements of this Subcontract.

**JPL Special Provision 1.0**

**Confirmation of Protection of Third Party Technical Limited Rights Data,**

**Restricted Rights Data and Caltech/JPL Proprietary Data**

(a) JPL anticipates providing the Subcontractor with third-party Limited Rights or

Restricted Rights data. In addition, JPL may provide the Subcontractor with

JPL/Caltech Proprietary data. The Subcontractor shall protect this data in

accordance with the markings on the data with at least the same degree of care

which the Subcontractor applies to its own proprietary data, but with no less than

a reasonable degree of care under the circumstances. This data shall only be used

for the purposes of this Subcontract and shall be destroyed or returned upon

completion of the performance of this Subcontract.

(b) The Subcontractor shall insert this clause or a clause substantially similar in

lower-tier subcontracts where the Subcontractor anticipates providing third-party

Limited Rights data or Restricted Rights data or JPL/Caltech Proprietary data

received from JPL to such lower-tier subcontractors.

**FAR CLAUSES**

**FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
(Applies if this Contract exceeds the simplified acquisition threshold.)

**FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)** (Paragraph (c)(5) expressly requires the clause be included in all subcontracts in excess of $150,000. Paragraph (c)(1) does not apply.)

**FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010**) (Applies if this contract exceeds $150,000. Seller's disclosure forms and those of Seller's lower tier subcontractors will be provided to Lockheed Martin.) (Applies in lieu of JUN 2020)

**FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)** Subparagraph (c)(1) does not apply. If Seller meets the thresholds specified in paragraphs (c)(2) and (d) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) website. All information posted will be available to the general public. (Applies in lieu of JUN 2020)

**FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)** (Applies if this contract exceeds $30,000. Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.) (Applies in lieu of NOV 21)

**FAR 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) (**Applies if this contract exceeds the simplified acquisition threshold and if (1) this is a cost-reimbursement, incentive, time, and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding, or performance reports. Alternate II applies if Seller is an educational institution or non-profit institution.) (Applies in lieu of JUN 2020)

**FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)** (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.) (Applies in lieu of JUN 2020)

**FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)** (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.) (Applies in lieu of JUN 2020)

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)** (Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.) (Applies in lieu of JUN 2020)

**FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)** (Applies if this contract exceeds the simplified acquisition threshold. Paragraph (b) is deleted.) (Applies in lieu of NOV 2021)

**FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)** (Note 2 applies in paragraph (a)(1).) (Applies in lieu of NOV 2021)

**FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)** (Applies in subcontracts where an exemption from the requirement to provide certified cost or pricing data is expected. "Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).(Applies in lieu of NOV 2021)

**FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)** (Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.) (Applies in lieu of JUN 2020)

**FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)** (Applies to all subcontracts) (Applies in lieu of OCT 2018)

**FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)** (Applies if this contract exceeds $650,000. 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. (Applies in lieu of NOV 2021)

**FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (MAY 2014)** (Applies if this contract requires or involves the employment of laborers and mechanics.) (Applies in lieu of MAY 2018)

**FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)** (Applies if this contract is for $100,000 or more.) (Applies in lieu of JUN 2020)

**FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)** (Applies to all subcontracts in excess of the threshold specified in FAR 22.1408.) (Applies in lieu of JUN 2020.)

**FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (**Applies if this contract is for $100,000 or more.) (Applies in lieu of JUN 2020.)

**FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)** (Applies to all Subcontracts) (Applies in lieu of NOV 2021)

**FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)** (Applies to allsubcontracts for services or construction having a value of more than $3,000; and includes work performed in the United States.) (Applies in lieu of NOV 2021)

**FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)** (Applies to subcontractors who may provide hazardous materials.) (Applies in lieu of FEB 2021)

**FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (**Applies if this contract exceeds the micro-purchase threshold) (Applies in lieu of JUN 2020)

**FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014)** (Applies to all subcontracts) (Applies in lieu of JUN 2020)

**FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)** (Applies in lieu of FEB 2021)

**FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)** (Applies to all subcontracts expected to exceed the simplified acquisition threshold.) (Applies in lieu of JUN 2020)

**FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)** (Applies if this contract exceed the simplified acquisition threshold. "Contracting Officer" means "Lockheed Martin." "Government" means "Government and Lockheed Martin.") (Applies in lieu of JUN 2020)

**FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)** (Appliessubcontracts requiring the delivery of technical data.

**FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)** (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.") (Applies in lieu of JUN 2020)

**FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies to all subcontracts with small business concerns.)**

**FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)** (Applies to all subcontracts) (Applies in lieu of JAN 2022.)

**FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)** (Appliesall subcontracts where Government property is acquired or furnished) (Applies in lieu of JAN 2022.)

**FAR 52.245-9 USE AND CHARGES (APR 2014)** (Applies toall subcontracts where Government property is acquired or furnished.)

**FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001**) (Applies to noncommercial subcontracts)
"Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged.

**FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)** (Applies to all subcontracts)