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## **Flow-Downs for CHIPLEADER**

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

### **Full-Text Clauses**

#### **PUBLIC DISCLOSURE**

- a. The Subcontractor shall not make public release of any information relating to all or any part of this Order except as authorized in writing by the Subcontract Manager. In the event the release of information is authorized, the Subcontractor agrees that in the release of information relating to this Order such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the Agency set forth in the authorization.
- b. For the purpose of this clause, information includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.
- c. Two copies of any information to be released must be submitted to the Subcontract Manager for review and clearance sixty (60) days prior to release.
- d. Nothing in the foregoing shall affect compliance with the requirements of any other clause contained herein .
- e. The Subcontractor further agrees to include the requirements of this clause in any lower-tier subcontracts awarded as a result of this Order.

#### **AUDIT**

- a. As used in this provision, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- b. The Subcontractor shall maintain, and the Government shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred (including the accuracy, completeness, and currency of any cost or pricing data) and any of the Subcontractors directly pertinent records involving transactions related to this Order or a lower-tier subcontract hereunder.

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c. This right of examination shall include inspection at all reasonable times of the Subcontractors plants, or parts of them, engaged in performance of the Order.

#### **CONFIDENTIALITY**

a. All plans, drawings, specifications involve valuable property rights of the Company and shall be held confidential. No unauthorized use or reproduction is permitted.

b. The Subcontractor shall keep the terms of and the making of this Order confidential. The Subcontractor shall not publicize its involvement with the performance of this Order without obtaining prior written consent of the Company and upon completion of this Order, shall return all material given the Subcontractor hereunder. The obligations under this clause shall survive the cancellation, termination or completion of this Order. This requirement in no way limits the rights of access or use by the Government to this information.

#### **INDEMNITY AND LIMITATION OF LIABILITY**

a. When required to enter the premises occupied by or under the control of the Company, the Subcontractor agrees it will indemnify and hold harmless the Company and their officers, agents and employees from any loss, cost, damages, expense, or liability by reason of property damage, or personal injury including attorney fees and court costs of whatsoever nature or kind arising out of, or as a result of, or in connection with such performance in whole or in part, by sole grossly negligent actions or omissions or willful misconduct of the Subcontractor, its employees, or agents.

b. Neither Party's total liability arising under or related to this Order shall exceed the total value of this Order. However, in connection with the Order: (i) the Subcontractor shall not be liable for the Company's loss of future profits, loss of future business opportunities, loss of goodwill, or loss of business reputation, and the Company will not seek special, punitive or exemplary damages. These limitations of liability shall not apply to any: (i) claims related to personal injury or death; (ii) claims arising under the Intellectual Property clause contained in this Contract; and (iii) liability resulting from a Party's gross negligence or willful misconduct, including intentional breach of contract or fraud.

#### **WARRANTY**

Subcontractor warrants that all equipment and materials furnished or installed by Subcontractor will be new and free from defects in material, workmanship that the work will be free from defects, and that the work will conform with the requirements of the Order Documents, for a period of no less than 12 months following final acceptance by Company or such longer period as may be prescribed in the Order documents. Subcontractor agrees, at its own cost, to remove, repair or replace and reinstall any equipment, material, or workmanship which shall have proved defective within the warranty period and to be responsible and hold Company harmless for any and all damages caused by such defective work. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by

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law or by the Order documents. Work not conforming to the requirements of the Order documents, including substitutions not properly approved and authorized, may be considered defective.

### **DRUG AND ALCOHOL POLICY**

- a. Subcontractor agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of the Company that (1) the manufacture, dispensation, or sale, offer for sale, purchase, use, transfer, or possession of illegal drugs on Company premises is prohibited; (2) employees, while on the Company's premises, are prohibited from being under the influence of alcohol ("Under the Influence" means that the employee is affected by alcohol in any detectable manner); (3) entry onto the Company's premises constitutes consent to an inspection of the employee and his or her vehicle as personal effects while entering, on, or leaving premises; (4) any employee who is found in violation of this policy or who refuses to permit an inspection may be removed or barred from the Company's premises at the discretion of the Company. As used herein, "Company's premises" means the Company's property, leased or otherwise and Company owned or rented vehicles and/or equipment.
- b. Regarding employees that work on Company premises, the Subcontractor agrees to implement a Drug and Alcohol Policy no less stringent than the Company policy
- c. Subcontractor shall defend and hold the Company harmless from any suits or claims by its employees relating to enforcement of this provision.
- d. Subcontractor shall include this clause, including this paragraph d, in any lower-tier subcontracts awarded that requires on-site work.

### **SECURITY REQUIREMENTS**

- a. The Subcontractor shall comply with all security requirements. Upon request, for classified efforts, the Subcontractor shall submit the name and address of each employee hired for work on this Order and shall cause to be filled out questionnaires and other forms as may be required for security.
- b. Neither the Subcontractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in the continuity of its operations.
- c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or any person under his control in connection with work under this Order, may subject the Subcontractor, his agents or employees to criminal liability under 18 U.S.C. Sec. 793 (Gathering, Transmitting, or Losing Defense Information) and Sec. 798 (Disclosure of Classified Information).

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- d. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this Order, the resolution of which may require the dissemination of official information, will be directed to the Subcontract Manager.
- c. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Subcontractor to immediate termination for default.
- e. No employee or representative of the Subcontractor will be admitted to the site of work unless they are a citizen of the United States, or, if an alien, employment within the United States is legal.

### **COMPLIANCE WITH ALL DOMESTIC AND FOREIGN ANTICORRUPTION LAWS**

The Supplier shall (i) fully comply with Amentum Global Anti-Corruption Policy (GPS01-103-07), a copy of which may be obtained on the Amentum website and is as if attached hereto, and to all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the OECD Convention) or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. 78dd-1, et. seq.), regardless of whether Subcontractor is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Amentum to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anticorruption or anti-bribery. In the event the Supplier is found in violation or suspects a violation of any applicable anti-corruption or anti-bribery Laws during the execution of this order or contract, the Supplier shall immediately (within 15 days) notify their Amentum point of contact in writing. Supplier further acknowledges that Amentum may withhold payment if the U.S. Government has reason to believe the Supplier is in breach of the Global Anti-Corruption Policy. The U.S. Government shall have the right to audit the Suppliers records in order to satisfy itself that no breach of this provision has occurred. Breach of the Global Anti-Corruption Policy may be grounds for a termination for default.

#### **FAR Clauses**

**52.203-13 Contractor Code Of Business Ethics And Conduct (Oct 2015)** (Applies in lieu of Nov 2021)

**52.203-14 Display Of Hotline Poster(s) (Dec 2007)** (Applies in lieu of Nov 2021)

**52.204-2 Security Requirements (Aug 1996)** (Applies in lieu of Mar 2021)

**52.204-21 Basic Safeguarding Of Covered Contractor Information Systems (Jun 2016)** (Applies in lieu of Nov 2021)

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**52.204-23 Prohibition On Contracting For Hardware, Software, And Services Developed Or Provided By Kaspersky Lab Covered Entities (Jul 2018)** (Applies in lieu of Dec 2023)

**52.204-25 Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment (Aug 2019)** (Applies in lieu of Nov 2021)

**52.219-8 Utilization Of Small Business Concerns (Nov 2016)** (Applies in lieu of Jan 2025)

**52.219-9 Small Business Subcontracting Plan (Jan 2017)** (Applies in lieu of Sep 2023)

**52.222-37 Employment Reports On Veterans (Feb 2016)** (Applies in lieu of Jun 2020)

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)** (Applies in lieu of Jun 2020)

**52.232-40 Providing Accelerated Payments To Small Business Subcontractors (Dec 2013)** (Applies in lieu of Mar 2023)

**52.239-1 Privacy Or Security Safeguards (Aug 1996)**

### DFARS Clauses

**252.203-7002 Requirement To Inform Employees of Whistleblower Rights (Sep 2013)** (Applies in lieu of Dec 2022 for cost type subcontracts)

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

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

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (May 2024)** (Applies in lieu of Jan 2023 for fixed-price subcontracts)

**252.204-7014 Limitations On The Use Or Disclosure Of Information By Litigation Support Contractors (Jan 2023)**

**252.211-7003 Item Unique Identification And Valuation (Mar 2022)** (Applies in lieu of Mar 2022 for cost type subcontracts)

**252.225-7013 Duty-Free Entry (Aug 2025)** (Applies in lieu of Nov 2023)

**252.225-7039 Defense Contractors Performing Private Security Functions Outside The United States (Jan 2023)**

**252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside The United States (Oct 2023)** (Applies to all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in

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(1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or exercises designated by the Combatant Commander.)

**252.225-7995 Contractor Personnel Performing In The United States Central Command Area Of Responsibility (Deviation 2011-O0004) (Apr 2011)**

**252.227-7013 Rights In Technical Data -- Noncommercial Items (Feb 2014)** (Applies in lieu of Jan 2025)

**252.227-7014 Rights In Other Than Commercial Computer Software And Other Than Computer Software Documentation (Feb 2014)** (Applies in lieu of Jan 2025)

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

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

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

**252.235-7004 Protection Of Human Subjects (Jul 2009)** (Applies to all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.)

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

**252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)** (Applies to any subcontract where the subcontractor will perform classified work. The clause does not need to be included in subcontracts if the requirements of this clause are included in a DD254 with the subcontractor.)

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

**252.244-7000 Subcontracts For Commercial Items (Jan 2021)** (Applies in lieu of Nov 2023)