

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

P3 CUSTOMS AND BORDER PATROL CONTRACT NUMBER: HSBP1009C02278

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or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from BUYER.

SELLER agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Government or BUYER or is considered by the Government or BUYER to be superior to other products or services.

3. SECURITY PROCEDURES (MAY 2003)

A. Controls

SELLER shall comply with the U.S. Customs & Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All SELLER employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A SELLER employee shall not begin working under the contract until the entire background e ~~ca~~

of Personnel Changes

SELLER shall notify BUYER via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

SELLER shall notify BUYER of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other contractors. SELLER shall provide the following information to BUYER: full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," SELLER is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, CBP Form 242. This requirement covers all SELLER employees who

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SELLER personnel. BUYER shall provide guidance regarding the scope of any such investigation requirement.

B. SELLER shall be responsible for compliance by its employees with security regulations of Customs and Border Protection and the host Department of Defense (DOD) installation where the Work is performed under this contract, including the safekeeping, wearing and visibility of badges if so required by DOD.

C. SELLER shall be responsible for safeguarding data and protecting against loss or theft of equipment, property, and supplies used in connection with the performance of the Work under this contract.

D. If SELLER's personnel is responsible for installation, troubleshooting (external to the equipment only), and removing cryptographic CBP COMSEC equipment from aircraft, SELLER will not have access to canisters or segments of CBP COMSEC keying material in any form. Further, SELLER shall only remove CBP COMSEC equipment from aircraft when directed by BUYER. If directed by BUYER, SELLER will be responsible for safeguarding CBP COMSEC equipment that has been removed

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) SELLER employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by BUYER or the Government. Upon BUYER or the Government's request, SELLER's employees shall be fingerprinted, or subject to other investigations as required. All SELLER employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under CBP Departmental procedures.

(d) BUYER may require SELLER to prohibit individuals from working on the contract if the BUYER or Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) The Work under this contract may involve access to sensitive information. Therefore, SELLER shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the BUYER. For those SELLER employees authorized access to sensitive information, SELLER shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after the contract.

