

RF167
New 7/28/06

LMSC CONTRACT 810000581– MKV Task Order 05
ADDITIONAL CLAUSES

MKV OPERATION SECURITY (OPSEC) REQUIREMENTS CLAUSE

This clause sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of MKV Program and Export Controlled Information.

1. MKV Program – Need to Know Only information. Information that must be protected from corruption, unauthorized disclosure, or loss that would be detrimental to the interests of the MKV Program, including employees, customers, and subcontractors, as determined by the Buyer. Protected data includes, but is not limited to, developmental or engineering works that can be used to define an engineering or manufacturing process, drawings, specifications, statements of work, technical data and reports, unclassified test data, task listings, schedules, cost data, personnel listings, organization charts, data items, process sheet manuals, procedures, plans, graphics, photographs, electronic images, text in specifications, supplier listings, telephone listings, etc. Much of the MKV Program information is characterized as MKV Program - Need to Know Only.

Export Controlled information. Information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of defense articles must not be transferred or transmitted outside the United States or disclosed to foreign persons. The Seller shall presume that all drawings, specifications, and other technical data or goods provided by the Buyer to the Seller contain information that is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, (Title 50, U.S.C., App 2401, et seq.), whether or not specifically identified or marked as such by the Buyer. The Seller shall not disclose (oral, visual, written or otherwise) or provide such drawings, specifications and other technical data or goods to any foreign person (including but not limited to Seller's employees, subcontractor's, etc.) or foreign firm or institution, without first obtaining prior authorization from the United States Department of State, and notifying the Buyer in advance of its intentions to do so.

A "foreign firm or institution" means those organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes any agency or instrumentality of a foreign government, and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions or individuals. A "foreign person" does not include United States citizens and corporations and permanent resident aliens of the United States unless such individuals are representatives of a foreign interest. A "defense article" means any item or technical data designated on the U.S. Munitions List. The term includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated on the U.S. Munitions List.

2. Procedure to Protect. The Seller shall control MKV Program information to minimize security risks as follows:

The Seller shall keep documents, compact discs, diskettes, tapes, etc., out of sight when not in use (e.g. turn work papers over when not in use). The Seller shall secure documents, compact discs, diskettes, tapes, etc., whenever personnel working the Program are not in physical proximity or required to be away for extended periods including overnight. MKV Program Need to Know Only information shall not be left unattended in areas or facilities where third parties have unrestricted access. The Seller shall not post MKV Program Need to Know Only information in areas where non-MKV personnel can view it.

The Seller shall develop and implement measures for maintaining the security of information, to the extent practical. This applies to all Seller personnel including support groups (Reproduction, Art Services, etc.). The Seller shall take reasonable measures to preserve the integrity, reliability, availability, and confidentiality of MKV information.

The Seller shall destroy Seller generated unclassified waste, identified as containing protected data in a manner that will prevent disclosure of the information to unauthorized individuals (e.g. shredding, burning, or other method which will prevent reconstruction from the residue).

The Seller shall not use wireless communications (e.g. cell phones, alpha pagers) for conversations or transmitting protected data.

The Seller shall not download or upload unencrypted protected data. For example, this includes data transfer over modems and via the Internet. In addition, the Seller shall not transmit protected data over the Internet unless adequately protected by encryption. The Seller shall use NexPrise, Pretty Good Privacy (PGP) or other software determined by the Buyer and Seller to be satisfactory for transmitting e-mails containing protected data. **Note: In NexPrise, a document is protected in the file, however, the email notifying that a document has been placed in NexPrise is not encrypted...do not include "Need to Know Only" information in the email.**

The use of a laptop computer is to be discouraged; however, the Seller shall take extra care in providing security for laptop computers containing MKV Program Need To Know Only information in order to prevent theft of the computer or unauthorized disclosure of information to third parties.

The Seller shall delete all electronic files containing protected data after they are no longer needed. All temporary files that are no longer needed and backup files shall be deleted and the hard drive defragmented when the computer will no longer be used for work under this purchase order.

The faxing of MKV Program Need to Know Only information shall be minimized to the extent practical. As a general course of action, information shall be transmitted via U.S. Mail or by an U.S. Carrier. In a time critical situation, use of a fax is permissible so long

as the recipient is notified to be awaiting the fax and the information is limited to the extent possible.

The Seller shall consider the security of the shipment method when shipping protected data. The Seller shall label shipments of materials so to avoid revealing the contents of the shipment. A United States carrier shall be used.

Seller personnel performing work under this purchase order shall report disgruntled employees, adverse information about an employee, or suspicious activity to the Seller's management or security. Examples of adverse information are: arrest for any serious violation of the law; excessive use of alcohol, abuse of prescription drugs or illegal drug use; bizarre or notoriously disgraceful conduct; sudden unexplained affluence; or treatment for mental or emotional disorders.

The Seller shall affix the following label on all unclassified documents, photos, videos, tapes, computer media and other items containing MKV technical information, unless otherwise instructed by the Buyer. This label only needs to be applied to the cover or front of the material.

Technical documents (Specifications, Drawings, Test Procedures)

DISTRIBUTION STATEMENT C – Distribution authorized to U.S. Government agencies and their contractors. Other request for this document shall be referred to USAMDC, SMDC-RDTC-TDI, and P.O.Box 1500, Huntsville, AL 35807-3801.

WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec 2751 et seq.) or the Export Administration Act of 1979, as amended. Title 50, U.S.C. app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

DESTRUCTION NOTICE – For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPO), Chapter 5, Section 7, or DOD 5200.1-R. Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

The receiving party shall affix the following label on all CDRL/SDRL MKV documents, unless otherwise instructed by the originating party. This label only needs to be applied to the cover or front of the material.

CDRL/SDRL

DISTRIBUTION STATEMENT C - Distribution authorized to U.S. Government Agencies and their contractors only, Critical Technology, Date Determination. Other requests for this documentation shall be referred to USASMDC, SMDC-RDTC-TDI, P.O. Box 1500, Huntsville, AL 35807-3801

"Date Determination" is the date the document was created or revised.

Non-technical MKV information will be required to have the following note on each page or medium:

MKV PROGRAM – NEED TO KNOW ONLY

Additionally, if the non-technical information is considered export controlled per the Acts outlined in section 1 of this clause, then, each page or medium shall also be marked:

EXPORT CONTROLLED

3. Limited Distribution. The Seller will limit access to MKV Program Information it receives to its employees who have a "need-to-know" for the purposes of performing on the Program. The Seller will copy MKV Program Information only as reasonably necessary for it to complete the requirements of this purchase order. In the event that a Seller intends to disclose the MKV Program Information to contract labor personnel, the following shall also apply:

Contract labor personnel who have a "need-to-know" MKV Program Information for the purposes of this purchase order may have access thereto, but only if said personnel are under an obligation to hold such information in confidence under terms and conditions of this clause and meet the requirements of the Acts contained in section 1 of this clause.

4. Limitations on Use or Disclosure. Unless notified by the Buyer, the Seller shall hold MKV Program Information in confidence. The Seller is authorized to disclose or share MKV Program Information with its suppliers who have the "need to know" in order to support the Seller's purchase order activities, provided that these security measures are in place with those suppliers. For practical application, Seller is not required to flow OPSEC requirements to suppliers that furnish commercial off the shelf items, so long as the suppliers are not given program specific information.

5. Disclosures to Parent Company or Wholly Owned Subsidiaries. Notwithstanding the above, the Seller may disclose MKV Program Information to (1) employees of its parent company or (2) of a wholly-owned subsidiary of its parent company or (3) employees of the Seller's wholly owned subsidiaries having a "need to know" for the purpose of this purchase order, but only if said employees are under an obligation to hold such information in confidence under terms and conditions of this clause and meet the requirements of section 1 of this clause.