CCTT Concurrency Mandatory Flow-Down Provisions

The Federal Acquisition Regulation (FAR) clauses and Defense Federal Acquisition Regulation Supplement (DFARS) referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

The provisions of Section II – FAR FLOWDOWN PROVISIONS of the Subcontracts/Purchase Order terms and conditions apply to these clauses.

FAR 52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)
FAR 52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products
FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
FAR 52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
DFAR 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials *(applies to Lockheed Martin or Government facilities)*
DFARS 252.225-7012	Preference for Certain Domestic Commodities
DFARS 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
DFARS 252.225-7028	Exclusionary Policies and Practices of Foreign Governments
DFARS 252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program
DFARS 252.243-7002	Requests for Equitable Adjustment *(applies to subcontracts for non-commercial items over $150,000. "Government" means "Lockheed Martin")*
DFARS 252.246-7001	Warranty of Data *(applies if data will be provided by the subcontractor. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")*

Additional Clauses – Full Text

5152.227-5002 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (PEO-STRI) (SEP 2006)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

　　(1) Imprisonment and/or imposition of criminal fines; and

　　(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

GOVERNMENT RIGHTS IN GOVERNMENT FURNISHED INFORMATION (GFI) *(applies only if GFI is provided)*

The Government is providing Lockheed Martin Government Furnished Information that includes, but is not limited to, the Technical Data Package (TDP), CCTT software, drawings, and documentation. The GFI is being provided to Lockheed Martin with Unlimited rights, and any modifications to the GFI shall be provided back to the Government with no less than Unlimited rights.