

CUSTOMER CONTRACT REQUIREMENTS
Joint Multi-Role Tech Demonstrator
CUSTOMER CONTRACT AATD TIA

CUSTOMER CONTRACT REQUIREMENTS

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

001 JMRTD Mandatory Subcontract Provisions .

CERTIFICATIONS

A. By entering into this Contract or signing this Contract or accepting funds under this Contract, Seller certifies that it is complying with the requirements of: (1) Title VI of the Civil Rights Act of 1964, as implemented by 32 CFR 195, concerning nondiscrimination in activities under the Contract based on race, color, or national origin; (2) section 504 of the Rehabilitation act of 1973, as implemented by 32 CFR 56, concerning access for people with disabilities; (3) Title IX of the Education Amendment of 1972 concerning discrimination based on sex in Seller programs and activities including but not limited to those under this Contract; and (4) Drug-Free Workplace Act of 1988.

B. Other Certifications

The following Certifications, which have been executed by Seller prior to award of this Contract and are on file with the issuing office, are hereby incorporated herein by reference: (1) Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions, 32 CFR Appendices A and B to Part 25, (2) Certification Regarding Lobbying Activities, 32 CFR Appendix A to Part 28.

MANDATORY CONTRACT PROVISIONS

This Contract and all subcontracts awarded by Seller, including those for amounts less than the simplified acquisition threshold, shall contain the following provisions as applicable:

1. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subawards in excess of \$2000 for construction or repair awarded by Seller and subcontractors shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Seller and Seller's subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Seller or its subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Seller shall report all suspected or reported violations to the responsible DoD Component.
3. Contract Work Hours and Safety Standards Act (40 U.S.C.) 327-333) - Where applicable, all contracts awarded by Seller in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Seller shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. Rights to Inventions Made Under a Contract for the performance of experimental, developmental, or research work shall provide for the rights of the Federal

Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contracts and subawards of amounts in excess of \$100,000 shall contain a provision that requires the Seller to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the responsible DoD Component and the Regional Office of the Environmental Protection Agency (EPA).

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Supplier.

7. Debarment and Suspension (E.O.s 12549 and 12689) – Contract awards that exceed the simplified acquisition threshold and certain other contract awards shall not be made to parties listed on non-procurement portion of the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs in accordance with E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Sellers declared ineligible under statutory or regulatory authority other than E.O. 12549. Sellers with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.

8. Trafficking in Persons

A. The Seller, its employees, subcontracts under this Contract, and subcontractors' employees shall not:

1. Engage in severe forms of trafficking in persons during the period of time that this Contract is in effect;
2. Procure a commercial sex act during the period of time that this Contract is in effect; or
3. Use forced labor in the performance of the Contract or subawards under this Contract.

B. Buyer may unilaterally terminate the Contract in its entirety, without penalty, if the Seller or subcontractor that is a private entity –

1. Is determined to have violated a prohibition in Article A of this Article; or
2. Has an employee who is determined by the Grants/Agreement Officer to have violated a prohibition in Article A of this Article through conduct that is either—
 - (a) Associated with performance under this Contract; or
 - (b) Imputed to the Seller or the subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at DoD Grant and Agreement Regulations, DOD 3210.6 – R# Part 1125 – Non-procurement Debarment and Suspension.

C. The Seller shall inform Buyer immediately of any information received from any source alleging a violation of a prohibition in Article A of this Article.

D. Buyer's right to terminate unilaterally is described in Article B of this Article:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to the Government under this Contract.

E. Seller agrees to include the requirements of Article A of this Article in any subaward made to a private entity.

F. Definitions.

1. "Employee" means either:

(a) An individual employed by you or a subcontractor who is engaged in the performance of the project or program under this Contract; or

(b) Another person engaged in the performance of the project or program under this Contract and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ARTICLE X: PATENT RIGHTS

A. Definitions.

1. All references to "Seller", as it applies to Article X, Patent Rights, shall be deemed to be reference to Seller and any of Seller's subcontractors

2. "Invention" means any invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

3. "Made" when used in relation to any invention means the conception and first actual reduction to practice of such invention. "Has made" and "will make" are tenses of the term "made".

4. "Practical application" means to manufacture, in the case of a composition of matter or product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the Public on reasonable terms.

5. "Subject Invention" means any invention made or improvement to any invention conceived and first reduced to practice in the performance of work under this Contract.

6. "Background Invention" means any Invention, or improvements to any Invention, other than a Subject Invention, which the supplier has previously conceived, whether or not reduced to practice in the performance of work under this Contract, designed, developed and/or produced, or has concurrently designed, developed and/or produced outside this Contract.

B. Title , Invention Disclosure, Election of Title, and Filing of Patent Application.

1. Seller will disclose each Subject Invention to Buyer within five (5) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to Buyer will be in the form of a written report and will identify the AATD agreement number W911W6-13-2-0003 and the Buyer Contract under which the invention was made and the identity of the inventor(s). It will be sufficiently complete in technical detail

to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, optical, chemical, biological, or electrical characteristics of the invention. The disclosure will also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In the event there are no Subject Inventions, Supplier will submit to the Government a negative report as part of Contract closeout. Supplier will provide Buyer with a copy of each disclosure and/or negative report.

2. For any Subject Invention, Seller hereby grants the U.S. Government a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to practice or have practiced the Subject Invention for or on behalf of the U.S. Government.

3. For any Subject Invention, Seller hereby grants Buyer and Buyer's Customer a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to practice and have practiced the Subject Invention to the extent necessary to fulfill their obligations under the Contract, as well as for any other purpose.

C. Lower Tier Contracts.

1. The Seller shall include the obligations of the Seller under this Article, suitably amended to identify the Parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work.

ARTICLE XI. OTHER INTELLECTUAL PROPERTY RIGHTS

A. Definitions. For the purposes of this Contract, the following terms have the meanings indicated:

1. "Background Data" means Technical Data produced by Recipient at private expense prior to performance of or outside the scope of this Contract and is considered by Recipient to be proprietary. Such Background Data may include any modifications, derivatives to previously conceived, designed, developed, and resultant revisions to software, processes, qualification data, and manufacturing plans.
2. "Background Computer Software" means any Software developed by Recipient prior to the performance of this Contract or outside the scope of work performed under this Contract and is considered by Recipient to be proprietary.
3. "Computer Software" and "Computer Software Documentation" as defined in DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. Computer Software Documentation also includes Computer Databases, as defined in DFAR 252.227-7014, including input and output files.
4. "Government Data" means Data that has been delivered to the Government prior to or outside the terms of this Contract. The Government's pre-existing rights in that Data govern disclosure and use of such Government Data.
5. "Government Purpose" as defined in DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, and 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.
6. "Government Purpose Rights" as defined in DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, and 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.
7. "Limited Rights" as defined in DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items.
8. "Proprietary Information" means information which embodies trade secrets or which is privileged or confidential technical, business or financial information provided that such information:
 - a. is not generally known, or is not available from other sources without obligations concerning its confidentiality;
 - b. has not been made available by the owners to others without obligation concerning its confidentiality;
 - c. is not described in an issued patent or a published copyrighted work or is not otherwise available to the public without obligation concerning its confidentiality; or
 - d. can be withheld from disclosure under 15 U.S.C. § 3710a(c)(7)(A) & (B) and the Freedom of Information Act, 5 U.S.C. § 552 et seq; and
 - e. is identified as such by labels or markings designating the information as proprietary.
9. "Restricted Rights" as defined in DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.
10. "Subject Technical Data", "Subject Computer Software", and "Computer Software Documentation", as used in this article, means any Technical Data, Computer Software, or Computer Software Documentation first developed during performance of this Contract.
11. "Technical Data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or

data incidental to contract administration, such as financial and/or management information.

12. "Unlimited Rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Allocation of Principal Rights

This Contract shall be performed using funds that are at least partially Government funded. In consideration of Government funding, the Parties agree as follows:

- 1. Background Technical Data provided shall be subject to Limited Rights. Seller retains all right, title, and interest in such Background Technical Data. Buyer and Buyer's Customer are hereby granted a license to use Background Technical Data as necessary to perform Buyer's and Buyer's Customer's obligations under the Contract. Furnishing of "Background Technical Data" by incorporating it into a deliverable report/documentation shall not affect any preexisting Government Rights in such Technical Data.

Background Software provided shall be subject to Restricted Rights. Seller retains all right, title, and interest in such Background Software. Buyer and Buyer's Customer are hereby granted a license to use Background Software as necessary to perform Buyer's and Buyer's Customer's obligations under this Contract. Furnishing of "Background Software" by incorporating it into a deliverable report/documentation shall not affect any preexisting Government Rights in such Background Software.

In addition to the items identified in the 252.227-7017, other assertions meeting the definition of Background Technical Data/Background Software may be identified after award. Such identification shall be submitted to Buyer as soon as practical, but in no case shall the additional Background Technical Data be included in any data deliverable until the Government agrees with the addition and the Contract is bilaterally modified to reflect such addition.

- 2. To the extent that Government Data is used in the performance of this Contract, the Government shall retain its preexisting rights in such Data.

- 3. For the Seller's Subject Technical Data, the Seller granted Buyer and Buyer's Customer ownership of the Subject Technical Data. If less than full ownership rights in the Subject Technical Data was conveyed to Buyer and Buyer's Customer, then Seller hereby grants and agrees to grant the Government, Government purposes Rights to such Technical data.

C. Seller shall include the obligations of the Seller under this Article, suitably modified to identify the parties, in all Contracts or lower-tier Contracts, regardless of tier, for experimental, developmental, or research work.

D. Marking of Data

- 1. Pursuant to paragraph B above, technical data delivered under this Contract with less than unlimited rights shall be marked with one of the following legends as appropriate:

Government Purpose Rights
 Agreement No. W911W6-13-2-0003
 Supplier Name XXXXXXXXX
 Supplier Address XXXXXXXXXX
 Expiration Date: Date xx Month xx Year xxxx

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted as stated in AATD agreement number W911W6-13-2-0003 and the Buyer Contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

Limited Rights
 Agreement No. W911W6-13-2-0003

Supplier Name XXXXXXXXX
 Supplier Address XXXXXXXXXX

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted as stated in AATD agreement number W911W6-13-2-0003 and the Buyer Contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Seller.

Buyer and Buyer's Customer shall not be responsible for use of Technical Data that is not marked with one of the above legends.

2. Except for Technical Data or Administrative/Management Reports delivered under this Contract, Seller agrees that Seller will appropriately advise Buyer regarding any limitation or restriction to Technical Data or Computer Software to which the Government may have access. Limitations and restrictions will be subject to the appropriate Seller or third Party markings and legends including a copyright notice to assure proper handling and shall bear notation to this AATD agreement number W911W6-13-2-0003 and the Buyer Contract.

3. Seller shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such marking.

E. Disclosure to Government Support Contractors

Buyer and Seller understand and agree that Government support contractors will be collaborating during this effort. These contractors will be reviewing the results of the design activities, analyzing performance and capability claims, and providing general support to Government officials associated with any programmatic efforts associated with further development. The Seller authorizes Buyer, Buyer's Customer and the Government to disclose Limited Rights Technical Data and Proprietary non-Technical Data to Government support contractors provided that prior to release or disclosure the Government confirms that such contractors are subject to a non-disclosure agreement (either by virtue of the contract under which they are performing work contains DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends, or by separate execution of a non-disclosure agreement that is acceptable to Supplier).

ARTICLE XII: FOREIGN ACCESS TO TECHNOLOGY

Nothing in this Contract is intended to change the applicability of the International Traffic in Arms Regulations, 22 CFR part 120 et. seq. and the Department of Commerce Export Administration Regulations, 15 CFR part 730 et. seq. to any disclosure to foreign persons of anything developed under this Contract. Seller acknowledges its obligation to comply with referenced regulations.

ARTICLE XIII: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

A. Notwithstanding the reporting requirements of this Contract, the Government, Buyer and Buyer's Customer and Seller favor an open-publication policy to promote the commercial acceptance of the technology developed under this Contract, but simultaneously recognize the necessity to protect proprietary, privileged, or confidential information of the Contract because successful commercialization of aspects of the technology by Seller may depend on the proprietary nature of the information.

B. Seller is encouraged to publish results of the research projects, unless subject to export controls or proprietary concerns, in appropriate journals. One advance copy of each release of information to be publicized will be submitted to Buyer. Approval by Buyer and the Government is required prior to any release. Seller shall submit a written request at least forty-five (45) days prior to the anticipated release date.

Publications include, but are not limited to--

- reports presented at scientific and technical meetings, conferences, workshops, or other information exchange meetings;
- publications in scientific and technical journals or proceedings of information exchange meetings;
- news releases and newsletters; and articles in trade publications

Two (2) copies of all publications resulting from the project shall be forwarded to Buyer upon release. Seller shall assure that an acknowledgment of support will appear on each publication or presentation of any material based upon or developed under this Program. A statement shall appear on the title page worded substantially as follows:

"This research was partially funded by Sikorsky Aircraft Corporation and the Government under Agreement No W911W6-13-2-0003. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation thereon."

C. Seller is responsible for assuring that every publication of material created by Seller based on or developed under this Program and intended for public release contains the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be

interpreted as representing the official policies, either expressed or implied, of Sikorsky Aircraft Corporation, the Aviation Applied Technology Directorate or the U.S. Government.”

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit arising from it in accordance with 41 U.S.C. 22.

ARTICLE XV: COPYRIGHTS

Seller grants to the U.S. Government, Buyer and Buyer's Customer a royalty-free, nonexclusive, irrevocable license to use, modify, prepare derivative works, reproduce, distribute, perform, and display worldwide copyrighted works delivered under this Contract.

ARTICLE XVI: NON ASSIGNMENT

This Contract may not be assigned by either party, but Seller may assign its rights and responsibilities under this Contract to its affiliates or wholly owned subsidiaries, components, or businesses.

ARTICLE XVII: AUTHORIZATION AND CONSENT

To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Seller's use and manufacture of any invention described in a United States patent in accordance with the Contract. If the Government has assumed liability for U.S. patent infringement under the Contract, Seller is relieved of its obligations for such U.S. patent infringement under the Section of the UTC Terms & Conditions of Purchase entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.

ARTICLE XVIII: NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

- (a) Seller shall report to Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which Seller has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this Contract, Seller shall furnish to Buyer, when requested by Buyer, all evidence and information in possession of Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where Seller has agreed to indemnify the Government.
- (c) Seller agrees to include, and require inclusion of, this Article (suitably modified to identify the parties) in all sub-contracts at any tier.**