

**CUSTOMER CONTRACT REQUIREMENTS**  
**Future Attack Reconnaissance Aircraft Prototype Project**  
**CUSTOMER CONTRACT B3428-18-045189**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

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

**A. DEFINITIONS**

- (1) **Data:** Recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, and trade secrets. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions, included in the Comptroller General Access Article.
- (2) **Developed:** An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (3) **Foreign Firm or Institution:** A firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.
- (4) **Government Purpose Rights:** The rights to –
  - a. Use, modify, reproduce, release, perform, display, or disclose Technical Data, Computer Software, or computer software documentation within the Government without restriction, and release or disclose Technical Data, Computer Software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that Technical Data, Computer Software, or computer software documentation for United States Government purposes.
  - b. Government Purpose Rights set forth in this Contract will be enacted for a period of 20 years from the delivery of such data to the Government. Upon expiration of the 20 year period, the Government shall have Unlimited Rights, as defined herein, to all such Technical Data, Computer Software and computer software documentation; and
  - c. “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
- (5) **Limited Rights:** Rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting Limited

Rights, release or disclose the technical data outside the Government, use the Technical Data for manufacture, or authorize the Technical Data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if:

- a. The reproduction, release, disclosure, or use is necessary for emergency repair and overhaul; or
  - b. a release or disclosure to:
    - i. a Covered Government Support Contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive Limited Rights Technical Data; or
    - ii. A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes
    - iii. The recipient of the Technical Data is subject to a prohibition on the further reproduction, release, disclosure, or use of the Technical Data; and
    - iv. The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
- (6) Made: when used in relation to an invention means the conception or first actual reduction to practice of such invention.
- (7) Practical Application: In relation to inventions, means to manufacture, in the case of a composition of 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.
- (8) Subject Invention: Any invention conceived or first actually reduced to practice in the performance of work under this Contract.
- (9) Technical Data: Recorded information, regardless of the form or method of 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.
- (10) Technology: Discoveries, innovations, and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, and copyrights developed under this Agreement.
- (11) 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. COMPTROLLER GENERAL ACCESS**

This clause applies if the Contract provides for payments in a total amount in excess of \$5,000,000.

- (1) If payments under this Contract exceed a total amount in excess of \$5,000,000, Seller shall provide for the Comptroller General, in the discretion of the Comptroller General, access to examine the records of any party to the Contract or any entity that participates in the performance of the Contract.
- (2) The requirement in Section (1) of this article does not apply to any party to this Contract or any entity that participates in the performance of the Contract, or any subordinate element of such party or entity, that in the year prior to the date of the Contract, has not entered into any other contract, grant, cooperative agreement, or "other transaction" agreement that provides for audit access by a Government entity in the year prior to the date of the Contract.

(3) If the party to the Contract and/or entity participating in the performance of the Contract, has only performed under cooperative agreements or transactions that were entered into under 10 U.S.C. §2371 and/or 10 U.S.C. §2371b in the year prior to the date of the Contract, then the only records the Comptroller General may examine in the exercise of the right referred to in paragraph (1) above are records of the same type as the records that the Government has had the right to examine under the audit access clauses of the previous agreements or transactions performed within the prior year.

(4) The Comptroller General may not examine records under the terms of this Article more than three years after the final payment is made by the United States under the Contract.

(5) Flow down – The terms of this Article, in their entirety, shall flow down to all sub-awards issued under this Contract, which provide for payments in a total amount in excess of \$5,000,000.

## C. PATENT RIGHTS

### (1) Allocation of Principal Rights

a. Unless Seller has notified the Government, in accordance with subparagraph (2) (b) below, that Seller does not intend to retain title, Seller shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this Article.

b. With respect to any subject invention in which Seller retains title, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world.

### (2) Invention Disclosure, Election of Title, and Filing of Patent Application

a. Seller will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to Seller personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the Contract under which the invention was made and the inventor(s). It shall 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, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on 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 addition, after disclosure to the agency, Seller will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by Seller.

b. If Seller determines that it does not intend to retain title to any such Invention, Seller shall notify the Government, in writing, within eight months of disclosure to the Government. However, in any case where publication, sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by the Government to a date that is no more than 60 calendar days prior to the end of the statutory period.

c. Seller shall file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. Seller may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

d. Seller shall notify the Government of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than 30 calendar days before the expiration of the response period required by the relevant patent office.

e. Requests for extension of the time for disclosure election, and filing under paragraph 4. may be granted at the Government's discretion after considering the circumstances of Seller and the overall effect of the extension.

f. Seller shall submit to the Government, an annual listings of subject inventions. At the completion of the Contract, Seller shall submit to the Government a comprehensive listing of all subject inventions identified during the course of the Contract and the current status of each.

### (3) Conditions When the Government May Obtain Title

Upon the Government's written request, Seller shall convey title to any subject invention to the Government under any of the following conditions:

- a. If Seller fails to disclose or elects not to retain title to the subject invention within the times specified in Paragraph (2) of this Article;
- b. In those countries in which Seller fails to file patent applications within the times specified in paragraph (2) of this Article; however, if Seller has filed a patent application in a country after the times specified in paragraph (2) of this Article, but prior to its receipt of the written request by the Government, Seller shall continue to retain title in that country; or
- c. In any country in which Seller decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a subject invention.

### (4) Minimum Rights to the Performer and Protection of the Performer's Right to File

- a. Seller shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if Seller fails to disclose the subject invention within the times specified in paragraph (2) of this Article. Seller's license extends to its domestic (including Canada) subsidiaries and affiliates, if any, and includes the right to grant licenses of the same scope to the extent that Seller was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the subject invention pertains. The Government approval for license transfer shall not be unreasonably withheld.
- b. Seller's domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 C.F.R. Part 404. This license shall not be revoked in that field of use or the geographical areas in which Seller has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent Seller, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- c. Before revocation or modification of the license, the Government shall furnish Seller a written notice of its intention to revoke or modify the license, and Seller shall be allowed 30 calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

### (5) Action to Protect the Government's Interest

- a. Seller agrees to execute or to have executed and promptly deliver to the Government all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which Seller elects to retain title, and (ii) convey title to the Government when requested under paragraph (3) of this Article and to enable the Government to obtain patent protection throughout the world in that subject invention.
- b. Seller agrees to require by written agreement with its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by Seller each subject invention made under this Agreement in order that Seller can comply with the disclosure provisions of paragraph (2) of this Article. Seller shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

c. Seller shall include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under Agreement No. W911W6-19-9-XXXX, awarded by the Army Contracting Command-Redstone Arsenal. The Government has certain rights in the invention."

#### (6) Lower Tier Agreements

Seller shall include this Article, suitably modified, in all sub-awards made in support of this Contract for experimental, developmental, or research work.

#### (7) Reporting on Utilization of Subject Inventions

Seller agrees to submit, during the term of the Contract, an annual report on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by Seller or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by Seller, and such other data and information as the agency may reasonably specify. Seller also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with Paragraph (9) of this Article. The Government agrees it shall not disclose such information to persons outside the Government without permission of Seller, unless required by law.

#### (8) Preference for American Industry

Notwithstanding any other provision of this Article, Seller agrees that it shall not grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by Seller that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

#### (9) March-in Rights

Seller agrees that, with respect to any subject invention in which it has retained title, the Government has the right to require Seller, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Seller, assignee, or exclusive licensee refuses such a request, the Government has the right to grant such a license itself if the Government determines that:

- a. Such action is necessary because Seller or assignee has not taken, or is not expected to take within a reasonable time, effective steps, consistent with the intent of this Contract, to achieve practical application of the subject invention;
- b. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Seller, assignee, or their licensees;
- c. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by Seller, assignee, or licensees; or
- d. Such action is necessary because the Contract required by paragraph (8) of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such Contract.

### **D. AUTHORIZATION AND CONSENT**

The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this Contract or any sub-award at any tier.

### **E. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- a. Seller shall report to Buyer and the Government, 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 and Government, when requested by the Government, through 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-award at any tier.

## **F. TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS**

### (1) Data Rights

- a. The Parties agree that in consideration for Government funding, Seller intends to reduce to practical application items, components and processes developed under this Contract.
- b. With respect to Data developed or generated under this Contract related to the (FARA CP), the Government shall receive no less than Government Purpose Rights, as defined in Article K of this CCR.
- c. With respect to Data developed or generated under this Contract and delivered under the Contract, the Government shall receive Government Purpose Rights. Notwithstanding the provision in (1) d., Seller agrees, with respect to data generated or developed under this Contract, the Government may, within 20 years after completion or termination of this Contract, require delivery of data generated under this Contract and receive Government Purpose Rights.
- d. Background Assertions:
  - i. "Background Data" means Technical Data produced by Seller at private expense prior to performance of or outside the scope of this Contract and is considered by Seller 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.
  - ii. "Background Software" means any Software developed by Seller at Private expense prior to the performance of this Contract or outside the scope of work performed under this Contract and is considered by Seller to be proprietary.
  - iii. Certain deliverable reports/documentation may, by necessity, incorporate Background Data. If so, such report/documentation will be supplied with Limited Rights for Technical Data and Restricted Rights for non-commercial software and software documentation. Furnishing of "Background Data" and "Background Software" by incorporating it into a deliverable, report, documentation, and/or Software shall not affect any preexisting Government Rights in such Technical Data or Software/Software Documentation. Seller's Background Data and Software to be used in support of this Contract is to be identified in the Attachment titled "Identification of Background Intellectual Property and Proprietary Information."
- e. March-In Rights
  - i. In the event the Government chooses to exercise its March-in Rights, as defined in Article (B), Section 9 of this CCR, Seller agrees, upon written request from the Government, to deliver at no additional cost to the Government, all Data necessary to achieve practical application within 60 calendar days from the date of the written request. The Government shall obtain Unlimited Rights, as defined in Article K of the CCR, to this delivered Data.

- ii. To facilitate any potential deliveries, Seller agrees to retain and maintain in good condition until 20 years after completion or termination of this Contract, all Data necessary to achieve practical application of any Subject Invention as defined in Article A.

## (2) Marking of Data

Pursuant to paragraph (1) above, any Data delivered under this Contract shall be marked with the following legend:

Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W911W6-XX-9-XXXX between the Government and Buyer.

## (3) Lower Tier Agreements

Seller shall include this Article, suitably modified to identify the Parties, in all sub-awards for experimental, developmental, or research work.

## G. FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the term of the Contract and for five years thereafter.

### (1) General

The Parties agree that research findings and technology developments arising under this Contract may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 C.F.R. pt. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 C.F.R. pt. 770 et seq.)

### (2) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs (2) b. (2) c., and (2) d. below shall apply to any transfer of technology developments arising under this Contract. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

- i. sales of products or components, or
- ii. licenses of software or documentation related to sales of products or components, or
- iii. transfer to foreign subsidiaries of Seller for purposes related to this Contract, or
- iv. transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Contract provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Contract.

b. Seller shall provide timely notice to the Government, through Buyer, of any proposed transfers from Seller of Technology developed under this Contract to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, Seller, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to Seller.

c. In any event, Seller shall provide written notice to the Government AOR and AO, through Buyer, of any proposed transfer to a foreign firm or institution at least 60 calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within 30 calendar days of receipt of Seller's written notification, the Government AO shall advise Seller,

through Buyer, whether it consents to the proposed transfer. No transfer shall take place until a decision is rendered.

d. In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the Government takes place, Seller shall (a) refund to Buyer, Government funds paid through Buyer for the development of the Technology and (b) the Government shall have a non-exclusive, nontransferable, irrevocable paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Contract. Upon request of the Government, Seller shall provide written confirmation of such licenses.

### (3) Lower Tier Agreements

Seller shall include this Article, suitably modified, to identify the Parties, in all sub-awards or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

## **H. OPERATIONAL SECURITY (OPSEC) & SECURITY**

(1) Operational Security: Seller and any sub-awardees shall adhere to the Operations Security (OPSEC) provisions of AR 530-1, while working at government facilities. Seller shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. Per AR 530-1, Operations Security, all Seller employees, to include sub-awardee employees shall complete Level I OPSEC Awareness Training within 30 calendar days of their reporting for duty. Seller and sub-awardees shall take the Level 1 OPSEC Awareness Training located at the below website and print the certificates demonstrating completion. Seller shall maintain certificates of completion for each affected Seller employee and sub-awardee employee.

(2) Controlled Unclassified Information (CUI): During the performance of this Contract, Seller may receive or generate Controlled Unclassified Information. Seller shall comply with Executive Order 13556, Controlled Unclassified Information, November 4, 2010; 32 C.F.R. Part 2002 Controlled Unclassified Information; and the CUI Registry.

### (3) Classified Information:

a. Seller shall comply with the requirements of the DoD Contract Security Classification Specification (DD Form 254) and its attachments and shall utilize the FARA CP Security Classification Guide (SCG) provided by the U.S. Government for classification guidance.

b. Seller shall maintain an appropriate facility clearance and have sufficient number of employees with a Personnel Security Clearance at the appropriate level to meet the requirements of the Projects requested.

### (4) Flowdown for OPSEC/Security Requirements:

Seller shall include the above requirements in all sub-awards regardless of tier.

## **I. CERTIFICATIONS/ASSURANCES**

By accepting this Contract or accepting funds under this Contract, Seller assures that it will comply with applicable provisions of the following national policies prohibiting discrimination: (1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as implemented by DoD regulations at 32 C.F.R. part 195, (2) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 C.F.R. part 90; and (3) On the basis of handicap in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 C.F.R. part 41 and DoD regulations at 32 C.F.R. part 56. Seller agrees to comply with all applicable U.S. laws, including U.S. antitrust laws. Seller agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 C.F.R. part 180, as implemented by the Department of Defense in 2 C.F.R. part 1125. Seller also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom Seller enters into transactions that are "covered transactions" under Subpart B of 2 C.F.R. part 180 and the DoD implementation in 2 C.F.R. part 1125. By accepting this Contract or accepting funds under this Contract, Seller assures that it will comply with applicable provisions



of the Clean Air Act (42 U.S.C. 7401, et seq.), as implemented by Executive Order 11738 [3 C.F.R., 1971-1975 Comp., p. 799]. Seller agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 C.F.R. part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

#### **J. PROHIBITION REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS**

(1) Internal confidentiality agreement or statement: A confidentiality agreement or any other written statement that the business entity requires any of its employees or sub-awardees to sign regarding nondisclosure of entity information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that entity employees or sub-awardees sign at the behest of a Federal agency.

(2) Seller shall not require its employees or sub-awardees to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or sub-awardees from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract or agreement to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(3) Seller shall notify current employees and sub-awardees that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this article, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this article, are no longer in effect.

(4) The prohibition in paragraph (2) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(5) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that Seller is not in compliance with the provisions of this article.

(6) Seller shall include the substance of this article, including this paragraph (6), in sub-awards under the agreement.

#### **K. PUBLIC RELEASE OR DISSEMINATION OF INFORMATION**

(1) There shall be no dissemination or publication, except within and between Seller and any sub-awardees, of information developed under this Contract or contained in the reports to be furnished pursuant to this Contract without prior written approval of the AO, obtained through Buyer. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by Seller. Unclassified patent related documents are exempt from prepublication controls and this review requirement. Papers resulting from unclassified fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(2) Seller shall submit all proposed public releases for review and approval to Buyer for coordination with the Customer. Public releases include press releases, specific publicity or advertisement, and publication or presentation, but exclude those relating to the open sourcing or licensing, sales or other commercial exploitation of products, services or technologies.

(3) Seller shall assure that an acknowledgment of Government 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 the Government under Agreement No. W911W6-19-9XXXX. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation thereon.”

(4) Seller is responsible for assuring that articles for publication or presentation of material based on or developed under

this Contract contain a statement on the title page worded substantially as follows:

“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 the Aviation Development Directorate, or the U.S. Government.”

#### L. ADDITIONAL REQUIREMENTS

(1) **AT Level I Training.** *This clause applies if Seller will have area of performance within an Army controlled installation, facility or area.* All Seller employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Seller shall submit certificates of completion for each affected contractor employee and subcontractor employee, to Buyer within 20 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>

(2) **AT Awareness Training for Contractor Personnel Traveling Overseas.** This clause applies to US based Seller employees and associated sub-contractor employees and requires them to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

(3) **iWATCH Training.** This clause applies to Seller employees with an area of performance within an Army controlled installation, facility or area. Seller and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to Buyer NLT 20 calendar days after contract award.

(4) **Access and General Protection/Security Policy and Procedures.** This clause applies is Seller employees will have an area of performance within an Army controlled installation, facility or area. Seller and all associated sub-contractors employees shall comply with applicable Installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). Installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). Installation Provost Marshal Office, Director of Emergency Services or Security Office. Seller workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Seller security matters or processes.

(5) **For Contracts That Require Handling or Access to Classified Information.** Seller shall comply with FAR 52.204-2, Security Requirements and DD 254, Contract Security Classification Specification. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret”, and requires Seller to comply with-(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M/

(6) **For Contracts that require an OPSEC Standing Operating Procedure/Plan.** If this Contract requires an OPSEC Standing Operating Procedure/Plan, Seller shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer (through Buyer), per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, Seller shall identify an individual who will be an OPSEC Coordinator. Seller will ensure this individual becomes OPSEC Level II certified per AR 530-1.

(7) **For Contracts that require OPSEC Training.** If this Contract requires OPSEC training, per AR 530-1, Operations Security, new Seller employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All Seller employees must complete annual OPSEC awareness training.

(8) **Contractor Employees Who Require Access to Government Information Systems.** All Seller employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at

commencement of services, and must successfully complete the DoD Information Assurance Awareness prior to access to the IS and then annually thereafter.

**(9) For Information assurance (IA)/information technology (IT) training.** All Seller employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All Seller employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

**(10) For information assurance (IA)/information technology (IT) certification.** Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, Seller employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

**(11) For Contractors Authorized to Accompany the Force.** DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

**(12) For Contract Requiring Performance or Delivery in a Foreign Country,** DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.