

**CUSTOMER CONTRACT REQUIREMENTS
BLENDED WING BODY LOW SPEED VEHICLE TESTING
CUSTOMER CONTRACT FA8650-05-2-3503**

1. COST PRINCIPLES (NOV 1999)

The cost principles in 48 CFR 31 and 48 CFR 231 effective on 1 February 2005 apply

2. INVENTIONS (NOV 1999)

(a) The clause entitled Patent Rights (Small Business Firms and Nonprofit Organizations, (37 CFR 401.14(a)) is hereby incorporated by reference and is modified as follows: replace the word "contractor" with "seller"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "Buyer"; replace the word "contract" with "order"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (l), Communications, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) The Seller shall file Invention (Patent) Reports on the DD Form 882, Report of Inventions and Subcontracts, as of the close of each performance year and at the end of the term for this agreement. Annual reports are due 60 days after the end of each year of performance and final reports are due 60 days after the expiration of the final performance period. Negative reports are also required annually. The Seller shall submit the original and one copy to the Buyer.

3. DATA RIGHTS (NOV 1999)

(a) All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Seller..

(b) The Seller hereby grants to the U. S. Government and to Buyer a royalty-free, world-wide, non-exclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes (Government Purpose Rights). The government Purpose rights (GPR) license conveys to the Government and Buyer the right to use, duplicate or disclose the data so identified for Government purposes only and to have or permit others to do so for Government purposes only. Government purposes include competitive procurement but do not include the right to have or permit others to use the data for commercial purposes

(c) In the event it is necessary for Seller to furnish the U. S. Government or Buyer with data existing prior to or produced outside of this order, totally at Seller expense or which embodies trade secrets or compromises commercial information which is privileged or confidential, and such data is identified with a suitable notice or legend, such data will be subject to protections under the Trade Secret Act and used only for evaluation in connection with this order.

(d) Data specified to be delivered under this order shall be marked with the following legend: "DISTRIBUTION B. Distribution authorized to U. S. Government agencies only (Administrative or Operational Use, Critical Technologies). Other requests for this document shall be referred to VA/VASM."

4. FINAL PERFORMANCE REPORT (JUN 2001)

(a) Within 30 days of completion or termination of this order, Seller shall submit to Buyer a final report consisting of two parts, one addressing the technical achievements and the second recapping the business/financial aspects of the order.

(b) Data specified to be delivered under this order shall be marked with the following legend: "DISTRIBUTION B. Distribution authorized to U. S. Government agencies only (Administrative or Operational Use, Critical Technologies). Other requests for this document shall be referred to VA/VASM."

5. PROCUREMENT SYSTEM (NOV 1999)

The recipient's procurement system shall comply with the standards contained in DoDGARs 32.41.

6. CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION - REIMBURSEMENT (AUG 2001)

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with DoDGARs 34.61 through 34.62 and DoDGARs 22.825. Final payment cannot be made nor can the agreement be

closed out until the Seller delivers to the Buyer all disclosures of subject inventions required by this order, an acceptable final report pursuant to the article entitled Final Performance Report, and all confirmatory instruments.

7. USING TECHNICAL INFORMATION RESOURCES (NOV 1999)

To the extent practical, the recipient shall use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

8. U.S. FLAG AIR CARRIERS (NOV 1999)

Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol 63, No. 219, 63417-63421.).

9. ASSURANCES (FEB 2001)

(a) By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

(i) 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 CFR part 195;

(ii) 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 CFR part 90;

(iii) 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 CFR part 41 and DoD regulations at 32 CFR part 56;

(iv) On the basis of sex or blindness, in Title IX of the Educational Amendments of 1972 (20 U.S.C. 1681, et. seq.).

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The Seller shall obtain assurances of compliance from subcontractors.