

CUSTOMER CONTRACT REQUIREMENTS
OPTimized Integrated Multidisciplinary Systems (OPTIMUS)
CUSTOMER CONTRACT FA8650-14-2-2532

CUSTOMER CONTRACT REQUIREMENTS

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

6.023 INVENTIONS (NOV 2011) (TAILORED)

(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 "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "agreement"; 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) Interim or final Invention Reports 1) listing subject invention(s) and stating that all subject inventions have been disclosed, or 2) stating that there are no such inventions, shall be sent to both the Administrative Grants Officer at the address located in the agreement and to the grants officer / patent administrator at det1.afrl.pk.patents@wpafb.af.mil, with a courtesy copy (cc:) to the government Program Manager/Project Engineer. Please include in the subject line of the e-mail the contract number followed by the words "Invention Reporting." Also include in the body of the e-mail the names of the Government Project Engineer/Program Manager and his/her office symbol. The recipient 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 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required annually.

(c) The DD Form 882 may also be used for the notification of any subaward(s) for experimental, developmental or research work which contain a "Patent Rights" clause, with a cc: to the government Program Manager/Project Engineer.

(d) All other notifications (e.g., disclosure of each subject invention to the grants officer within 2 months after the inventor discloses it) shall also be sent to the e-mail address above, with a cc: to the government Program Manager/Project Engineer.

6.030 DATA RIGHTS (NOV 1999) (TAILORED)

(a) Definitions. As used in this clause-

(1) "Government Purpose Rights" means the rights to- use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes. For the purposes of this agreement, Government Purpose Rights are shall remain in effect in perpetuity.

(2) "Limited Rights" means the 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

1) The reproduction, release, disclosure, or use is-

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to-

(1) 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

(2) 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;

2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(3) "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.

(4) "Restricted Rights" apply only to noncommercial computer software and mean the Government's rights to-

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes

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

(c) The Data Rights Assertions are set forth in Attachment 4 to this agreement. The recipient hereby grants to the U.S. Government the rights specified in the Data Rights Assertions table for the identified data (i.e., Limited Rights, Restricted Rights or Government Purpose Rights, as applicable), and Government Purpose Rights in any other data first generated in performance of this agreement and delivered to the Government hereunder.

(d) The recipient is responsible for affixing appropriate markings indicating rights on all data delivered under the agreement. If recipient delivers any data without appropriate markings, the Government will return such data to recipient to permit recipient to add the proper markings, and will treat any such data as being provided with the rights specified in the Data Rights Assertions table, or if not specified, with Government Purpose Rights.

(e) The recipient shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

(f) The recipient reserves the right to propose additional Data Rights Assertions as necessary throughout the performance of this Agreement. Any revision to the Data Rights Assertions will be subject to mutual agreement of the parties.

6.040 FOREIGN ACCESS TO TECHNOLOGY (JUN 2001) (TAILORED)

(a) Definitions:

"Foreign firm or institution" means 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.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how 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, mask works, and copyrights developed under this agreement.

(b) General. The parties agree that research findings and technology developments in OPTIMUS technology 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 CFR pt. 120 et seq.), the DOD Industrial Security Regulation (DOD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et. seq.).

(c) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions.

(1) 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 subparagraph (c)(2) below shall apply to any transfer of ITAR restricted technology only. 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

(iii) transfer to foreign subsidiaries of the recipient for purposes related to this agreement

(iv) transfer which provides access to technology to a foreign firm or institution which is: (A) an approved source of supply for products or services incorporating or using the Technology; or (B) a source for the conduct of research under this agreement, provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this agreement.

(2) The recipient shall provide timely notice to the Government of any proposed transfer from the recipient of ITAR restricted technology developed under this agreement 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, the recipient, 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 the recipient.

8.020 ADMINISTRATIVE REQUIREMENTS FOR SUBAWARDS AND CONTRACTS (NOV 1999)

(a) The recipient shall apply to each subaward the administrative requirements of the DoDGARs applicable to the particular type of subrecipient. DoDGARs part 32 shall be applied to awards to universities or other nonprofit organizations, DoDGARs part 33 shall be applied to awards to state and local governments, and DoDGARs part 34 shall be applied to for-profit entities.

(b) Recipients awarding contracts under this agreement shall assure that contracts awarded

contain, as a minimum, the provisions in Appendix A to DoDGARs part 34.