

CUSTOMER CONTRACT REQUIREMENTS
Experimental Spaceplane (XS-1) Phase I
CUSTOMER CONTRACT HR0011-14-9-0005

CUSTOMER CONTRACT REQUIREMENTS

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

Definitions

In this Contract, the following definitions apply:

Contract: The body of this Contract which are expressly incorporated in and made a part of the Contract.

Computer Software:

Means

(i) Computer programs that comprise a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations; and

(ii) Source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

(iii) Computer Software does not include computer data bases or computer software documentation.

Covered Government

Support Contractor: A contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor:

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to Technical Data or Computer Software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends.

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 Contract, 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.

Government: The United States of America, as represented by DARPA.

Government Purpose Rights: Means the rights to –

(i) Use, modify, reproduce, release, perform, display, or disclose Technical Data, Computer Software, or computer software documentation within the Government without restriction; and

(ii) 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.

(iii) For purposes of this definition, “Government purposes” means any activity in which the United States Government is a party, but does not include the right to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes, or authorize others to do so except for Government purposes.

Invention: Any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

Know-How: Information relating to, discoveries, formulas, materials, Inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, Technical Data, specifications, devices, apparatus and machines.

Limited Rights: 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:

(i) The reproduction, release, disclosure, or use is: A release or disclosure to 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;

(ii) The recipient of the Technical Data is subject to a prohibition on the further reproduction, release, disclosure, or use of the Technical Data; and

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

Unlimited Rights: Rights to use, duplicate, release, or disclose, Technical Data or Computer Software in whole or in part, in any manner and for any purposes whatsoever, and to have or authorize others to do so.

Made: The conception or first actual reduction to practice of any Invention.

Government Purpose Rights: Means the rights to –

(i) Use, modify, reproduce, release, perform, display, or disclose Technical Data, Computer Software, or computer software documentation within the Government without restriction; and

(ii) 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.

(iii) For purposes of this definition, "Government purposes" means any activity in which the United States Government is a party, but does not include the right to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes, or authorize others to do so except for Government purposes.

Practical Application: 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.

Program: Research and development being conducted by the Seller.

Property: Any tangible personal property other than property actually consumed during the execution of work under this Contract. For purposes of this Article, "property" does not include wind tunnel models, the wing box demonstrator and composite cryotank operability demonstrator, which are to be fabricated in support of the airframe definition during the XS-1 program, Phase I.

Restricted Rights: (1) Means the 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 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;

(vii) Permit Covered Government Support Contractors in the performance of covered Government support contracts that contain the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the Computer Software to a person authorized to receive restricted rights Computer Software, provided that:

(A) The Government shall not permit the Covered Government Support Contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government for any purpose; and

(B) Such use is subject to the limitations of this definition.

Subject Invention: Any Invention conceived or first actually reduced to practice in the performance of work under this Contract.

Technical Data: 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.

Technology: Discoveries, innovations, Know-How and Subject 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, patent, trade secret, mask work and copyright rights, which are developed under this Contract.

ARTICLE VII: PATENT RIGHTS

A. Allocation of Principal Rights

Unless the Seller shall have notified DARPA, through Buyer, (in accordance with subparagraph B.2 below) that the Seller does not intend to retain title, the Seller will retain the entire right, title, and interest throughout the world to each Subject Invention consistent with the provisions of this Article and 35 U.S.C. § 202. With respect to any Subject Invention in which the Seller retains title, DARPA 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.

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

1. The Seller shall disclose each Subject Invention to DARPA, through Buyer, within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to DARPA shall be in the form of a written report and shall identify the Contract under which the Invention was made and the identity of 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, 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. The Seller shall also submit an annual listing of Subject Inventions.

2. If the Seller determines that it does not intend to retain title to any such Invention, the Seller shall notify DARPA, through Buyer, in writing, within eight (8) months of disclosure to DARPA. However, in any case where publication, sale, or public use has initiated the one (1)-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by DARPA to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.

3. The Seller may protect a Subject Invention to which it retains title either under applicable trade secret law or by filing for patent protection for such Subject Invention. If the Seller elects to protect a Subject Invention to which it retains title under applicable trade secret law, the Seller shall notify DARPA, through Buyer, within sixty (60) days of its decision to do so. If the Seller elects to file for patent protection, the Seller shall file its initial patent application on a Subject Invention to which it elects to retain title within one (1) 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. The Seller may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) 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.

4. Requests for extension of the time for disclosure election, and filing under Article VII, may, at the discretion of DARPA, and after considering the position of the Seller, be granted.

C. Conditions When the Government May Obtain Title

Upon DARPA's written request, through Buyer, the Seller shall convey title to any Subject Invention to DARPA under any of the following conditions:

1. If the Seller fails to disclose or elects not to retain title to the Subject Invention within the times specified in paragraph B of this Article; provided, that DARPA may only request title within sixty (60) calendar days after learning of the failure of the Seller to disclose or elect within the specified times.
2. In those countries in which the Seller fails to file patent applications within the times specified in paragraph B of this Article; provided, that if the Seller has filed a patent application in a country after the times specified in paragraph B of this Article, but prior to its receipt of the written request by DARPA, the Seller shall continue to retain title in that country; or
3. In any country in which the 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.

D. Minimum Rights to the Seller and Protection of the Seller's Right to File

1. The Seller shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title, except if the Seller fails to disclose the Invention within the times specified in paragraph B of this Article. The Seller license extends to the subsidiaries and affiliates (subject to export control laws and ITAR restrictions), if any, within the corporate structure of which the Seller is a Party and includes the right to grant licenses of the same scope to the extent that the Seller was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of DARPA, except when transferred to the successor of that part of the business to which the Invention pertains. DARPA approval for license transfer shall not be unreasonably withheld.

2. The Seller domestic license may be revoked or modified by DARPA 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 CFR Part 404. This license shall not be revoked in that field of use or the geographical areas in which the Seller has achieved Practical Application and continues to make the benefits of the Invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DARPA to the extent the Seller, its licensees, or the subsidiaries or affiliates have failed to achieve Practical Application in that foreign country.

3. Before revocation or modification of the license, DARPA shall furnish the Seller a written notice of its intention to revoke or modify the license, and the Seller shall be allowed thirty (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.

E. Action to Protect the Government's Interest

1. The Seller agrees to execute or to have executed and promptly deliver to DARPA, through Buyer, all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the Seller elects to retain title, and (ii) convey title to DARPA when requested under paragraph C of this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. The Seller agrees to require 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 the Seller each Subject Invention made under this Contract in order that the Seller can comply with the disclosure provisions of paragraph B of this Article.

3. The Seller shall notify DARPA, through Buyer, 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 thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. The 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 Contract No. HR0011-14-9-0005 awarded by DARPA. The Government has certain rights in the Invention."

F. Lower Tier Contracts

The Seller shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier Contracts, regardless of tier, for experimental, developmental, or research work.

G. Reporting on Utilization of Subject Inventions

1. The 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 the 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 the Seller and such other data and information as the agency may reasonably specify. The Seller also agrees to provide additional reports as may be requested by DARPA in connection with any march-in proceedings undertaken by DARPA in accordance with paragraph I of this Article. Consistent with 35 U.S.C. §202(c)(5), DARPA agrees it shall not disclose such information to persons outside the Government without permission of the Seller.

2. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website: <https://s->

edison.info.nih.gov/iEdison/. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the Contracts Officer and Administrative Contracts Officer. reporting website: <https://s.edison.info.nih.gov/iEdison/>. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the Contracts Officer and Administrative Contracts Officer.

H. Preference for American Industry

Notwithstanding any other provision of this clause, the Seller agrees that it shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States or Canada 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 or Canada. However, in individual cases, the requirements for such an Agreement may be waived by DARPA upon a showing by the 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.

I. March-in Rights

The Seller agrees that, with respect to any Subject Invention in which it has retained title, DARPA has the right to require the Seller, an assignee, or exclusive licensee of a Subject Invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Seller, assignee, or exclusive licensee refuses such a request, DARPA has the right to grant such a license itself if DARPA determines that:

1. Such action is necessary because the Seller or assignee has not taken effective steps, consistent with the intent of this Contract, to achieve practical application of the Subject Invention; however, the Seller does not anticipate to make any Subject Invention that may be reduced to practical application in Phase I 1. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Seller, assignee, or their licensees;
2. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Seller, assignee, or licensees; or
3. Such action is necessary because the Agreement required by paragraph (H) 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 Agreement.

ARTICLE VIII: DATA RIGHTS

A. Allocation of Principal Rights

1. The Parties agree that in consideration for Government funding, the Seller intends to reduce to Practical Application items, components and processes developed under this Contract.
2. The Seller agrees to retain and maintain in good condition until three (3) years after completion or termination of this Contract, all Technical Data and Computer Software necessary to achieve Practical Application. In the event of exercise of the Government's March-in Rights as set forth under Article VII, Section I, the Seller agrees, upon written request from the Government, to deliver at no additional cost to the Government (except for any re-formatting requested by the Government), all Technical Data and Computer Software necessary to achieve Practical Application within sixty (60) calendar days from the date of the written request. The Government shall retain Limited Rights or Restricted Rights, as defined in paragraph A above, to this delivered Technical Data and/or Computer Software.
3. The Seller agrees that, with respect to Technical Data and Computer Software necessary to achieve practical application, DARPA has the right to require the Seller to deliver all such Data to DARPA in accordance with its reasonable directions if DARPA determines that:
 - (a) Such action is necessary because the Seller or assignee has not taken effective steps, consistent with the intent of this Contract, to achieve practical application of the items, components and processes developed during the performance of this Contract;
 - (b) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Seller, assignee, or their licensees; or
 - (c) Such action is necessary to meet requirements for public use and such requirements are not

reasonably satisfied by the Seller, assignee, or licensees.

4. With respect to Technical Data and Computer Software developed, generated, and/or delivered, because of the competitive harm that could occur if Phase I Technical Data or Computer Software were disclosed to other Phase I proposers and/or potential proposers to a future solicitation for follow-on Phases II and III of the XS-1 program, the Government shall receive:

(a) Limited Rights or Restricted Rights, to all Technical Data and Computer Software developed, generated, and/or delivered under this Contract, with the exception of the Technical Data and Computer Software addressed in paragraph 7 below and the Technical Data generated by Three-Degree of Freedom (DOF) simulation model.

(b) Subsequently, if and when the Government awards Phase II of the XS-1 Program to the Seller, the rights granted in such Technical Data and Computer Software – with the exception of those data items listed in Attachment 5 with a basis for assertion as being “developed exclusively at private expense” – will be modified to provide the Government with Government Purpose Rights, as defined herein, with a 10 year expiration period, which period shall begin on the date of award of the Phase II contract to the Seller. This includes all Technical Data and Computer Software listed in Attachment 5 with a basis for assertion of “developed partially at private expense”. Upon expiration of the ten-year period, the Government shall have Unlimited Rights, as defined herein, to all such Technical Data and Computer Software

5. With respect to all Technical Data and Computer Software with a basis for assertion as being “developed partially at private expense”, the Government shall have Limited Rights or Restricted Rights as defined herein, unless it can be shown that another license right had been previously negotiated for Technical Data or Computer Software under another Government contract.

6. With respect to all Technical Data and Computer Software with a basis for assertion as being “developed exclusively at private expense”, the Government shall have Limited Rights or Restricted Rights, as applicable, as defined herein.

7. The Seller agrees to provide the Government with Unlimited Rights for the Technical Data items entitled Unlimited Rights Data Items. The Seller agrees to provide the Government with Limited Rights, as defined herein, for the Technical Data items. All of this Technical Data is part of the Commercial Data Package, which will be delivered to the Government at month nine and thirteen during the performance of Phase I of this Programs.

(a) The Government will retain Limited Rights as defined herein to data items 5a, 5b, 5c, and 5d until Phase II proposals have been received by the Government under the follow-on solicitation for Phase II of the Experimental Spaceplane (XS-1) program. Once Phase II proposals have been received, the Government will receive Unlimited Rights as defined under this Contract to data items 5a, 5b, 5c, and 5d. If a follow-on solicitation for Phase II of the XS-1 program is never created, the Government shall retain Limited Rights to data items 5a, 5b, 5c, and 5d in Attachment 4.

8. With respect to all Technical Data and Computer Software delivered, in the event of the Government’s exercise of its right, the Government shall receive Limited Rights.

B. Marking of Data

Any Technical Data/Computer Software delivered under this Contract shall be marked with the following legend:

“Use, duplication, or disclosure is subject to the restrictions as stated in Contract HR0011-14-9-0005 between the Government and the Buyer.”

C. Lower Tier Contracts

The Seller shall include this Article, suitably modified to identify the Parties, in all subcontracts or lower tier Contracts, regardless of tier, for experimental, developmental, or research work.

ARTICLE IX: FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the term of the Contract and for five (5) years thereafter.

A. 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 Contract 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. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Administration Regulation (15 CFR pt. 770 et seq.)

B. 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 subparagraphs B.2, B.3, and B.4 below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

(a) sales of products or components, or

(b) licenses of software or documentation related to sales of products or components,
or

(c) transfer to foreign subsidiaries of the Seller for purposes related to this
Contract, or

(d) 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.

2. The Seller shall provide timely notice to DARPA, through Buyer of any proposed transfers from the Seller of Technology developed under this Contract to Foreign Firms or Institutions. If DARPA determines that the transfer may have adverse consequences to the national security interests of the United States, the Seller, its vendors, and DARPA 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 Seller.

3. In any event, the Seller shall provide written notice to the DARPA AOR and Contracts Officer, through Buyer, of any proposed transfer to a foreign firm or institution at least sixty (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 thirty (30) calendar days of receipt of the Seller's written notification, the DARPA Contracts Officer shall advise the Seller whether it consents to the proposed transfer. In cases where DARPA does not concur or sixty (60) calendar days after receipt and DARPA provides no decision, the Seller may utilize the procedures under the Disputes clause of this Contract. No transfer shall take place until a decision is rendered.

4. In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by DARPA takes place, the Seller shall (a) refund to DARPA funds paid 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, the Seller shall provide written confirmation of such licenses.

C. Lower Tier Contracts

The Seller shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier Contracts, regardless of tier, for experimental, developmental, or research work.

ARTICLE X: TITLE TO AND DISPOSITION OF PROPERTY

A. Title to Property

1. The Seller will acquire Property as set forth in this Contract with an acquisition value greater than \$5,000 which is necessary to further the research and development goals of this Program and is not for the direct benefit of the Government. Title to this Property shall vest in the Seller upon acquisition. Title to any items of Property acquired under this Contract with an acquisition value of \$5,000 or less shall vest in the Seller upon acquisition with no further obligation of the Parties unless otherwise determined by the Contracts Officer. Should any other item of Property with an acquisition value greater than \$5,000 be required, the Seller shall obtain prior written approval of the Contracts Officer. Title to Property exceeding \$5,000 in value shall also vest in the Seller upon acquisition. The Seller shall be responsible for the maintenance, repair, protection, and preservation of all property at its own expense.

2. The Seller's deliverable prototype shall not be classified as "Property".

D. Disposition of Property

At the completion of the term of this Contract, items of property set forth in this Contract or any other items of Property with an acquisition value greater than \$5,000 that were purchased with Government funds shall be disposed of in the following manner:

1. Purchased by the Seller at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to DARPA; or
2. Transferred to a Government research facility with title and ownership being transferred to the Government; or
3. Donated to a mutually agreed University or technical learning center for research purposes; or
4. Any other DARPA-approved disposition procedure.

ARTICLE XI: CIVIL RIGHTS ACT

This Contract is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000-d) relating to nondiscrimination in Federally assisted programs. The Seller has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act.

ARTICLE XIII: SUBCONTRACTORS

The Seller shall make every effort to satisfy the intent of competitive bidding of sub-Contracts to the maximum extent practical. The Seller may use foreign entities or nationals as subcontractors, subject to compliance with the requirements of this Contract and to the extent otherwise permitted by law.

ARTICLE XIV: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

(1) There shall be no dissemination or publication, except within and between the Seller and any subcontractors, of information developed under this Contract or contained in the reports to be furnished pursuant to this Contract without prior written approval of the AOR. 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 the 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) The Seller shall submit all proposed public releases for review and approval as instructed at <http://www.darpa.mil/prc/>. Public releases include press releases, specific publicity or advertisement, and publication or presentation, but exclude those relating to open sourcing or licensing, sales or other commercial exploitation of products, services or technologies. In addition, articles for publication or presentation will contain a statement on the title page worded substantially as follows:

"This research was, in part, funded by the U.S. Government. 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 U.S. Government."