

CUSTOMER CONTRACT REQUIREMENTS
Automatic Impementation of Secure Silicon (AISS) Program
CUSTOMER CONTRACT HR0011-20-9-0043

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

ARTICLE 1. DEFINITIONS

A. Agreements Officer (AO): The Government’s principal point of contact for all contractual, administrative and financial issues arising under the DARPA Other Transaction Prototype Agreement (Agreement). Notwithstanding any other provision of the prime Agreement, the Agreements Officer is the only individual within the Government authorized to redirect the effort or in any way amend or modify any of the terms of the Agreement. Legal notices, including notices of disputes, proposed technology transfers, invention disclosures, patent and patent application notices, and any notices relating to any allegation or claim relating to intellectual property infringement shall be referred to the Agreements Officer, through Buyer.

B. Associate Contractors: means Northrop Grumman Corporation and its subcontractors for the AISS program, Synopsys Inc. and its subcontractors for the AISS program.

C. Compromise: Disclosure of CTI or CUI to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying, of CTI or CUI to unauthorized media may have occurred.

D. Controlled Technical Information (CTI): Technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents.

E. Controlled Unclassified Information (CUI):Unclassified information that requires safeguarding or dissemination controls, pursuant to and consistent with applicable law, regulations, and Government-wide policies. The most common type of CUI found in DARPA programs is For Official Use Only (FOUO). The use, marking, dissemination, and storage of CUI can be found in DoD Manual 5200.01 Volume 4 “Controlled Unclassified Information”.

F. Cyber Incident: Actions taken through the use of computer networks that result in a Compromise or an actual or potentially adverse effect on an information system and/or the CUI or CTI residing therein.

G. Data: Recorded information, regardless of form or method of recording, which includes, but is not limited to, copyrightable material; unpatentable computer software, including programs, code, documentation and databases; trademarks; and maskworks. The term does not include financial, administrative, cost, pricing, or management information and does not include Subject Inventions, as defined in this Article.

H. Government:The United States of America, as represented by The Defense Advanced Research Projects Agency (DARPA).

I. Government Purpose: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 Data for commercial purposes or authorize others to do so.

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

K. Limited Rights: The right to use, modify, reproduce, release, perform, display, or disclose, in whole or in part, within the Government. The Government may not, without the written permission of Seller, release or disclose outside the Government, use for manufacture, or authorize use by another party. Seller agrees that the Government may release or disclose to a covered Government support contractor in performance of its covered Government support contract.

L. Limited Government Purpose Rights: The right to use, modify, reproduce, perform, display, release, or disclose, in whole or in part and in any manner, for Government Purposes only, and to have or permit others to do so for Government purposes only.” Limited Government Purpose Rights

M. Program: Research and development being conducted by Seller.

N. Rapidly Report: Report to DARPA and Synopsys, through Buyer, within 72 hours of discovery of any Cyber Incident.

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

P. Unlimited Rights: The right to use, modify, reproduce, perform, display, release, or disclose, in whole or in part, in any manner and for any purposes whatsoever, and to have or permit other to do so as well.

ARTICLE 2. RECORDS RETENTION AND GOVERNMENT ACCESS

A. To the extent that the total government payments under the Synopsys-DARPA Other Transaction for Prototype Agreement (HR0011-20-9-0043, hereinafter “Agreement”) exceed \$5,000,000, the Comptroller General of the United States, in its discretion, shall have access to and the right to examine records of any party to the Agreement or any entity that participates in the performance of the Agreement that directly pertain, to and involve transactions relating to, the Agreement for a period of three (3) years after final payment is made. This requirement shall not apply with respect to any party to this Agreement or any entity that participates in the performance of the Agreement, or any subordinate element of such party or entity, that, in the year prior to the date of the Agreement, has not entered into any other contract, grant, cooperative agreement, or other transaction agreement that provides for audit access to its records by a government entity in the year prior to the date of this Agreement. This paragraph only applies to any record that is created or maintained in the ordinary course of business or pursuant to a provision of law. The terms of this paragraph shall be included in all sub-agreements/contracts to the Agreement.

ARTICLE 3. INTELLECTUAL PROPERTY RIGHTS

This clause applies in addition to the General Provisions.

A. Patent Rights

(1) Allocation of Principal Rights – Seller

i. Unless Seller shall have notified DARPA in writing, through Buyer, 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.

ii. For each Subject Invention to which the Government obtains title, Seller shall retain a nonexclusive, royalty-free license throughout the world to said Subject Invention. This license extends to Seller’s domestic subsidiaries and affiliates, including Canada, if any, and includes the right to grant license of the same scope to the extent that Seller was legally obligated to do so at the time the Agreement was awarded. Said license is transferable only with the approval of the DARPA AO, except when transferred to the successor of that part of the business to which the Subject Invention pertains. DARPA approval for license transfer shall not be unreasonably withheld.

(2) Allocation of Principal Rights – DARPA

- i. With respect to any Subject Invention in which Seller retains title, DARPA shall retain a nonexclusive, nontransferable, irrevocable, paid-up Government Purpose license in the Subject Invention throughout the world, regardless of the protection method chosen.
- ii. Upon DARPA's written request, communicated through Buyer, Seller shall convey title to any Subject Invention to DARPA under the following conditions. DARPA may only request title within sixty (60) calendar days after learning of Seller's actions:
 1. Seller fails to disclose a Subject Invention prior to the completion of the Agreement, or
 2. Seller elects not to retain title to a Subject Invention.
- iii. Regarding Section A(2)ii above, DARPA shall not make any such request in an arbitrary or capricious manner and/or not in abuse of its discretion.

(3) Invention Disclosure, Election of Title, and Election of Protection Method

- i. Seller shall disclose each Subject Invention to DARPA within six (6) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure shall be made to the DARPA AO and shall be in the form of a written report sufficiently complete in technical detail. The report shall identify the Agreement number, the circumstances under which the invention was made, the identity of the inventor, and any publication, sale or public use of the invention. DARPA may, at its discretion, approve requests for an extension of time for the disclosure of a Subject Invention and such a request will not be unreasonably withheld. Such requests may be made within or after the six month deadline.
- ii. If Seller determines that it does not intend to retain title to any Subject Invention, Seller shall notify DARPA and Synopsys, through Buyer, in writing no more than sixty (60) calendar days prior to the end of the one (1) year statutory United States patent protection period.
- iii. If Seller chooses to retain title to any Subject Invention, Seller shall inform the DARPA AO and Synopsys, through Buyer, of its corporate determination how to best protect any Subject Invention. Seller shall choose one of the following two options to protect any Subject Invention.
 1. Protection of the Subject Invention through the patent process
 - a. If Seller chooses to file a patent application in the United States or other countries or forums throughout the world, Seller shall notify DARPA of this decision, through Buyer, the dates on which the patent applications were filed and where.
 - b. 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 proceeding 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.
 - c. Seller shall include, within the specification of any United States patent application and any patent issued covering a subject invention, the following statement:
 - i. "This invention was made with U.S. Government support under Agreement No. HR0011-20-9-0043, awarded by Defense Advanced Research Projects Agency. The U.S. Government has certain rights in the invention."

2. Protection of the Subject Invention as a trade secret

- a. If Seller chooses not to patent the Subject Invention but instead protect it as a trade secret, Seller shall notify the DARPA AO of this decision in writing, through Buyer, within eight (8) months of Seller's disclosure of the invention to DARPA. DARPA

may, at its discretion, approve requests for an extension of time for electing to protect a Subject Invention as a trade secret, and such a request will not be unreasonably withheld. Such requests may be made within or after the eight month deadline.

b. In that notification, Seller shall state the applicable law that will govern protection of the trade secret as well as any special protection methods or actions that Seller will take to ensure secrecy.

c. If the Government discloses a Subject Invention which is protected as a trade secret to a Covered Government Support Contractor, the Government will ensure trade secrets remain protected under an obligation of confidentiality with respect to such Covered Government Support Contractors. In order to ensure necessary confidentiality is maintained, Seller will negotiate in good faith with the goal of entering into a non-use and-disclosure agreement with a third party at the Government's request to cover information developed under this Agreement that discloses a Subject Invention that is maintained as a trade secret and is to be used by the third party solely for Government Purposes. Seller will disclose such information to the third party within fifteen (15) calendar days of entering into a non-use and -disclosure agreement.

(4) Administrative Actions

i. At the completion of the Agreement, Seller shall submit a comprehensive listing of all Subject Inventions disclosed under Section A.(3)i of this Article during the course of the Agreement and the current status of each.

1. All required reporting shall be done, to the extent possible, using the i-Edison reporting website: <https://s-edison.info.nih.gov/iEdison/>. To the extent that the reporting cannot be accomplished by use of i-Edison, any required documentation will be submitted to the DARPA AO, through Buyer.

ii. Seller agrees to execute or have executed and promptly deliver to DARPA all instruments necessary to:

1. Establish or confirm the rights the Government has throughout the world in any Subject Invention to which Seller elects to retain title, and

2. Convey title to DARPA when requested under Section A(2)ii of the Article and to enable the Government to obtain patent protection throughout the world in the Subject Invention.

iii. Seller agrees to instruct and educate its employees of the importance of disclosing inventions promptly to corporate personnel responsible for the administration of patent matters to permit sufficient time to satisfy its notification responsibilities under this Agreement.

(5) Exceptional Circumstances

i. The Parties recognize that the Government is making a significant investment in the Subject Invention: under this Agreement. To protect the Government's interests, the Parties agree to the following in the event that Seller goes out of business or otherwise exits the Electronic Design Automation (EDA) industry; or otherwise makes the Subject Inventions unavailable to the Government:

1. Upon DARPA's request and an adequate showing of need, Seller, assignee or exclusive licensee will provide a non-exclusive license to a responsible applicant or applicants, under terms that are reasonable under the circumstances, and

2. If Seller, assignee or exclusive licensee refuses a reasonable request from the Government, DARPA has the right to grant such a license itself if DARPA makes a reasonable determination that such action is necessary to alleviate societal health or safety needs or national security

needs, which are not reasonably satisfied, by Seller, assignee, or exclusive licensees.

B. Data Rights

(1) Allocation of Principal Rights

i. The Parties agree that in consideration for Government funding, Seller intends to utilize in commercial business the Intellectual Property developed under this Agreement.

ii. With respect to Data delivered pursuant to this Agreement, the Government shall receive rights as stipulated below, except as noted in the following two subparagraphs:

Data Rights Identifier*	Data Rights Type	Term
LR	Limited Rights	In perpetuity
LGPR	Limited Government Purpose Rights	In perpetuity
CEULR	Commercial End User License Rights	Through the end of the term of the Agreement except as otherwise stipulated in the Contract.

iii. With respect to the following Data deliverables, the Government shall receive Limited Rights:

1. Technical Status Reports
2. Milestone Reports
3. Final Report(s)

iv. The Government may require delivery of Data developed or generated under the Agreement, which is not identified in the Contract, within one (1) year after completion or termination of the Agreement. Any request for delivery of Data will be made in writing with at least thirty (30) calendar days’ notice. Upon the Government making such a request, the parties will negotiate in good faith the applicable Data rights for the requested Data prior to delivery, and the Government will reimburse Seller, through Buyer, for reasonably incurred costs for gathering and delivery of the Data.

(2) Exceptional Circumstances

i. Notwithstanding any other provision of this Section, in the event the Government chooses to exercise its rights under Section A.(5) of this Article, Seller agrees to deliver at no additional cost to the Government all Data necessary to achieve practical application of a specified Subject Invention. The Government shall retain Unlimited Rights to this delivered Data.

ii. To facilitate any future requests and deliveries, Seller agrees to retain and maintain in good condition for three (3) years after completion or termination of the Agreement all Data necessary to achieve practical application of any Subject Invention.

iii. The Government is required to execute this exercise of rights in writing and Seller agrees to deliver the Data within sixty (60) calendar days from the date of the written request. Seller may request an extension of this time period by making a written justification to the Government, through Buyer, and such a request will not be unreasonably withheld.

(3) Marking of Data

i. Any Data delivered under the Agreement shall be marked with the following legends, as applicable (no legend is required for Data delivered with Unlimited Rights):

“LIMITED RIGHTS
 Prime Agreement No.: HR0011-20-9-0043
 [Seller] Name: _____

In accordance with Article 7, as applicable, contained in the above identified Agreement, the Government has the right to use, modify, reproduce, release, perform, display, or disclose, in whole or in part, within the Government. The Government may not, without the written permission of [Seller Name], release or disclose outside the Government, use for manufacture, or authorize use by another party. The Government may release to a covered Government support contractor in performance of its Government support contract. Any reproduction of this Data or portions thereof marked with this legend must also reproduce the markings.”

“LIMITED GOVERNMENT PURPOSE RIGHTS

Agreement Number: HR0011-20-9-0043

[Seller] Name:

In accordance with Article 7, as applicable, contained in the above identified Agreement, the Government has the right to use, modify, reproduce, perform, display, release, or disclose, in whole or in part and in any manner, for Government Purposes only, and to have or permit others to do so for Government purposes only. Government Purposes 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 Data for commercial purposes or authorize others to do so. Limited Government Purpose Rights do not include the right to source code for computer software, the right to decompile, disassemble, or reverse engineer the computer software or the right to release computer software or associated data to any Competitor of [Seller Name]. Any reproduction of this Data or portions thereof marked with this legend must also reproduce the markings.”

COMMERCIAL END USER LICENSE RIGHTS

No Agreement specific marking required.

ARTICLE 4. FOREIGN ACCESS TO INTELLECTUAL PROPERTY

This Article shall remain in effect during the term of the Agreement and for three (3) years thereafter.

A. General

The Parties agree that intellectual property developed and/or generated under the Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important intellectual property developments under the 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 Regulations (ITAR)(22 CFR Parts 120-130) and the Department of Commerce’s Export Administration Regulations (EAR)(15 CFR Parts 730-774) regarding export-controlled items, or the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Seller’s responsibility to comply with all applicable laws and regulations regarding export-controlled items and the handling of classified information exists independent of, and is not established or limited by, the information provided by this article. Seller shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

B. Restrictions on Sale or Transfer of Intellectual Property to Foreign Entities

(1) In order to best capitalize on the financial investment by the Government in the program and promote the national security interests of the United States, DARPA reserves the right to be notified and discuss options with Seller before Seller’s Transfer of intellectual property developed or generated under this Agreement to a Foreign Firm or Institution. It is not DARPA’s intention to unduly restrict Seller’s ability to promote and sell its products and services in the global market. DARPA’s intention is to protect the Government’s investment and ability to fully utilize its licenses to the intellectual property in the future. For purposes of this Article, Transfer means the sale of Seller and all its assets, or the sale or exclusive licensing of the Intellectual Property developed or generated under the Agreement. A Transfer does not include:

- i. sales of products or components, and licenses of intellectual property related to sales of products or components (i.e. software, documentation),
- ii. non-exclusive licenses of intellectual property given in the normal course of business practices,
- iii. transfers to foreign affiliates or subsidiaries of Seller,
- iv. permissible access to intellectual property to a foreign entity which is an approved source of supply or source of research services under the Agreement, provided that the access is limited to that necessary to allow the entity to perform its agreed upon role under the Agreement.
- v. any activities that have been designated by DARPA in the Agreement as fundamental research, or
- vi. any circumstances that have been included in Section D of this Article.

(2) In addition, to fully facilitate the Government's investment in the intellectual property developed or generated under the Agreement, Seller agrees take reasonable steps to license the exclusive right to use or sell the intellectual property in the United States only to a person or entity that agrees that any product utilizing the intellectual property will be manufactured substantially in the United States. If Seller has made reasonable but unsuccessful efforts to identify and license to potential licensees to manufacture in the United States or if Seller, after reasonable efforts, has determined that domestic manufacturing is not commercially feasible, Seller shall notify DARPA in writing of its specific determination and request a waiver. DARPA may waive this requirement and the Government will not unreasonably deny such a request by Seller without a specific and detailed written determination. The Government shall not unreasonably delay or withhold such a waiver.

(3) Seller agrees to provide written notice to DARPA, through Buyer, of any Transfer of intellectual property developed under the Agreement to a Foreign Firm or Institution. The written waiver request will cite this Article and specifically state what is to be transferred, to whom, and the general terms of the transfer. DARPA will respond within 30 calendar days of receipt of the waiver request whether the DARPA agrees with the proposed transfer, if it would like to have further discussions about the transfer terms, or if it intends to invoke its rights under Section 5 of this Article. If DARPA does not respond within 30 calendar days of the receipt of the waiver request, Seller may assume that DARPA does not object to the transfer. If DARPA does respond timely and in a manner with which Seller disagrees, Seller may utilize the procedures under the Disputes Article.

(4) If DARPA determines that the transfer may have adverse consequences to the furtherance of its investment in the program or to the national security interests of the United States, the Parties agree to jointly discuss the goal of the transfer and discuss alternative options that would obviate or mitigate the potential adverse consequences to the United States, but which would provide substantially equivalent and acceptable benefits to Seller.

(5) In the event the Seller Transfers the intellectual property developed or generated under the Agreement without DARPA's written assent -

- i. Seller shall refund to Buyer the full amount of Government funds paid under the Agreement for the development of the intellectual property, and
- ii. the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the intellectual property, regardless of form or protection method, throughout the world for Government Purposes. Upon request of the Government, Seller shall provide written confirmation of such licenses.

C. Lower Tier Agreements

(1) Seller shall include this Article, suitably modified, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

D. Exceptions

(1) None at time of award.

ARTICLE 5. SAFEGUARDING CONTROLLED UNCLASSIFIED INFORMATION AND CONTROLLED TECHNICAL INFORMATION AND CYBER INCIDENT REPORTING

A. Background

Protection of Controlled Unclassified Information (CUI) and Controlled Technical Information (CTI) is of paramount importance to DARPA and can directly impact the ability of DARPA to successfully conduct its mission. Therefore, this Article requires Seller to protect CUI and CTI that resides on Seller's information systems. This article also requires Seller to Rapidly Report any Cyber Incident involving CUI or CTI.

B. Safeguarding CUI and CTI

Seller shall implement NIST Special Publication (SP) 800-171 Rev 1, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations (Dec. 2016), as revised, for DARPA CUI and CTI that resides on Seller's information systems. Consistent with Chapter 2 of NIST SP 800-171 Rev 1, implementation may be tailored to facilitate equivalent safeguarding measures used in Seller systems and organization. Any suspected loss or Compromise of CUI or CTI that resides on Seller's information systems shall be considered a Cyber Incident and require Seller to Rapidly Report the incident to DARPA in accordance with paragraph C below.

C. Cyber Incident Reporting

Upon discovery of a Cyber Incident involving CUI or CTI, Seller shall take immediate steps to mitigate any further loss or Compromise. Seller shall Rapidly Report the Cyber Incident to DARPA and Synopsys, through Buyer, and provide sufficient details of the event—including identification of detected and isolated malicious software—to enable DARPA, Synopsys, and Buyer to assess the situation and provide feedback to Seller, regarding further reporting and potential mitigation actions. Seller shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from reporting the Cyber Incident to enable DARPA, Synopsys, and Buyer to assess the Cyber Incident. Seller agrees to rapidly implement security measures as recommended by DARPA, Synopsys, and Buyer and to provide to DARPA, Synopsys, and Buyer any additionally requested information to help the Parties resolve the Cyber Incident and to prevent future Cyber Incidents.

D. Public Release

All information and data covered by this Article must be reviewed and approved by DARPA prior to any public release. The DARPA public release process is governed by DARPA Instruction 65. An online form is available to support those requests at: https://www.darpa.mil/attachments/PublicReleaseSubmissionForm_042816.pdf

E. Lower Tier Agreements

Seller shall include this Article in all subcontracts or lower tier agreements, regardless of tier, for work performed in support of the Agreement.

F. Identification of Covered Defense Information

Listed below is the CTI and CUI pertaining to this Agreement:

(1) CTI and CUI provided by the Government:

See Attachment II "Controlled Unclassified Information (CUI) Guide" date March 3, 2020.

(2) CTI and CUI developed/delivered by Seller:

See Attachment II "Controlled Unclassified Information (CUI) Guide" date March 3, 2020.

(3) CTI and CUI provided by other DARPA performers

Associate Contractor information disclosed in accordance with the terms and conditions of the particular Associate Contractor Agreement (see Attachment III) marked as CUI per Attachment II “Controlled Unclassified Information (CUI) Guide” dated March 3, 2020.

NOTE: Any references in the CUI Guide to DFARS Clauses are superseded by the guidance provided in this Article 5.

ARTICLE 6. PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

A. With the exception of the work to be performed by University subcontractor(s) as noted at subparagraph (3) below, DARPA expects the work performed under the Agreement will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:

(1) There shall be no dissemination or publication, except within and between 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, which will be communicated to Seller by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. 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. 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.

(2) When submitting material for written approval for open publication as described in subparagraph (a) above, Seller must submit a request for public release request to the PRC and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx. 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and agreement number; and 4) Seller's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to PRC@darpa.mil or via hard copy to 675 North Randolph Street, Arlington VA 22203-2114, telephone (571) 218-4235. Refer to <http://www.darpa.mil/work-with-us/contract-management/public-release> for information about DARPA's public release process.

(3) At this time, DARPA expects the work performed under the Agreement by the below listed University subcontractor(s) to be fundamental research, and it is, therefore, not subject to publication restrictions. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and requirements, pursuant to DoD Instruction 5230.27 dated October 6, 1987. Should the character of the research change during performance of this subaward so that the research is no longer considered fundamental, the contract between the prime and University subcontractor listed below will be modified to impose the restrictions on public release and dissemination of information that apply to those research efforts that are not considered fundamental research.

Organization
Florida Institute for Cybersecurity (FICS) Research, University of Florida
Texas A&M University
University of California San Diego

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.

ARTICLE 7. EXPORT CONTROL

A. Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

B. Seller shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. Seller shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

C. Seller's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

D. Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

E. Seller shall include the substance of this clause, including this paragraph, in all subawards.

ARTICLE 8. ASSOCIATE CONTRACTOR AGREEMENT (ACA)

A. It is recognized that success of the Program depends in part upon the open exchange of information between the various Associate Contractors involved in the effort. This Article is intended to ensure that there will be appropriate coordination and integration of work by the Associate Contractors to achieve complete compatibility and to prevent unnecessary duplication of effort. By accepting the Contract, Seller assumes the responsibilities of an Associate Contractor. For reference, the ACA between the AISS Prime Contractors is attached hereto at Attachment III. For the purpose of this Article, the term Seller includes subsidiaries, affiliates, and organizations under the control of Seller.

B. Work under this contract may involve access to proprietary or confidential data from an Associate Contractor. To the extent that such data is received by Seller from any Associate Contractor for the performance of the Contract issued under the Agreement, Seller hereby agrees that any proprietary information received shall remain the property of the Associate Contractor and shall be used solely for the purpose of the Program. Only that information which is received from another contractor in writing and which is clearly identified as proprietary or confidential shall be protected in accordance with this Article. The obligation to retain such information in confidence will be satisfied if Seller receiving such information utilizes the same controls as it employs to avoid disclosure, publication, or dissemination of its own proprietary information. Seller agrees to hold such information in confidence as provided herein so long as such information is of a proprietary/confidential or limited rights nature.

C. Seller hereby agrees to closely cooperate as an Associate Contractor with the other Associate Contractors on this research effort. This involves as a minimum:

- (1) Maintenance of a close liaison and working relationship;
- (2) Maintenance of a free and open information network with all Government-identified Associate Contractors;
- (3) Delineation of detailed interface responsibilities;
- (4) Entering into a written agreement with the other Associate Contractors setting forth the substance and procedures relating to the foregoing, and promptly providing the Agreements Officer/Procuring Contracting Officer with a copy of same; and,
- (5) Receipt of proprietary information from the Associate Contractor and transmittal of Seller proprietary information to the Associate Contractors subject to any applicable proprietary information exchange agreements between associate contractors when, in either case, those actions are necessary for the performance of either.

D. In the event that Seller and the Associate Contractor are unable to agree upon any such interface matter of substance, or if the technical data identified is not provided as scheduled, Seller shall promptly notify Buyer. The Government will determine the appropriate corrective action and will issue guidance to Seller.

E. Seller agrees to insert in all subcontracts hereunder which require access to proprietary information belonging to the Associate Contractor, a provision which shall conform substantially to the language of this Article, including this Section (E).

F. The information exchanged under an ACA per this Article shall not be considered government furnished property/information for any purposes whatsoever.

ARTICLE 9. CORE AND AISS ADD-ON SOFTWARE ACCESS

A. Within Project Use (Government Only) – During Agreement Term

Seller shall provide access to AISS relevant baseline commercial EDA and IP tools and software, and AISS funded and modified commercial EDA and IP tools and software (defined as Subcontractor deliverables) to up to 10 Government End Users in performance of the AISS Independent Validation and Verification (IV&V) activities. These IP tools and software are to be hosted on a Government provided cloud infrastructure.

B. Evaluation Use (Government & Industry) – Through 1 year after Agreement Term end

Seller shall provide access to AISS relevant baseline commercial EDA and IP tools and software, and AISS funded and modified commercial EDA and IP tools and software, to include APIs and AISS add-ons, for up to fifty (50) End Users from a Government User Evaluation Organization or a Non-Government User Evaluation Organization, solely for the purpose of demonstrating AISS capabilities to industry and Government personnel, on a Government provided cloud infrastructure, as stipulated below:

- (1) Non-Government User Evaluation Organizations will be identified by no later than 120 calendar days prior to the end-date of the Agreement Term.
- (2) The Government will provide the cloud infrastructure at no cost to Seller
- (3) All End Users of will be bound by a Seller commercial end user license agreement.
- (4) Government User Evaluation Organizations shall receive CEULR data rights to the new and modified commercial software tools.
- (5) Government User Evaluation Organizations shall receive Limited Government Purposes Rights to the AISS add-ons.
- (6) Support for these capabilities will be provided on a limited basis. The End User community will be represented by a single Government point of contract.
- (7) Competitors of Seller are excluded from any access.

ARTICLE 10: GOVERNMENT FURNISHED PROPERTY/INFORMATION/FACILITIES

A. Property: None identified at time of award.

B. Information: None identified at time of award.

C. Facilities: None identified at time of award.

ARTICLE 11: ORGANIZATIONAL CONFLICTS OF INTEREST

A. Seller hereby affirms that it is not providing Systems Engineering and Technical Assistance (SETA), Advisory and Assistance Services (A&AS), or similar support to any DARPA office(s) under:

(1) a current award or subaward; or

(2) a past award or subaward that ended within one calendar year prior to the proposal's submission date.

B. Seller also affirms its AISS team subcontractors or team members have no such conflicts.

ARTICLE 12: SURVIVAL

A. The Articles covering Definitions, Records Retention and Government Access, Intellectual Property Rights, Foreign Access To Intellectual Property, Public Release or Dissemination of Information, Core and AISS Add-On Software Access Evaluation Use (Government & Industry), and Survival, shall survive the completion, termination, or expiration of the Agreement.

ARTICLE 13: SANDBOX TECHNOLOGY AND ACCESS

For the purposes of this Agreement, "**Sandbox**" means the integration environments created on a cloud architecture for the purpose of carrying out the project pursuant to the Prime Contract; "**Sandbox Technology**" means the applicable Vendor IP, Synopsys technology, Seller, or Other-Subcontractors' technology that has been made available in the Sandbox, and "Other-Subcontractors" means Arm Limited; the University of California, San Diego; Texas A&M University; UltraSoC, Buyer; and other subcontractors engaged by Synopsys (Buyer's Customer), pursuant to and for the performance of the Prime Contract. Seller hereby grants to Buyer, Buyer's Customer, and its wholly-owned-subsidiaries (on behalf of itself and the Other Subcontractors) during the Term, a non-exclusive, royalty- free, worldwide license to permit Buyer and Buyer's Customer to use the Sandbox Technology for the purpose of performing the Prime Contract.