

**CUSTOMER CONTRACT REQUIREMENTS**  
**Adaptive Vehicle Management System (AVMS) Phase II**  
**CUSTOMER CONTRACT W911W6-12-2-0004**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.203-7 Anti-Kickback Procedures** (OCT 2010). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$150,000.

**52.222-26 Equal Opportunity** (MAR 2007).

**52.245-1 Government Property** (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer. Paragraph (h)(1) is deleted and replaced by the following: "Seller assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Seller as Government-furnished property. Seller is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this contract."

**2. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.222-26 Equal Opportunity** (MAR 2007).

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

1. Rights to Inventions Made Under a Contract or Agreement -- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) - as amended - Contracts and sub awards of amounts in excess of \$ 100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7407 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Violations shall be reported to the responsible DoD Component and the Regional Office of the Environmental Protection Agency (EPA).

3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## ARTICLE XII: PATENT RIGHTS

### A. Definitions.

1. All references to "Recipient", as it applies to Article XII, Patent Rights, shall be deemed to be reference to Recipient and any team member. Use of the name "Recipient" is not intended to exclude any team member.
2. "Invention" means any invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of The United States Code.
3. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
4. "Practical application" means to manufacture, in the case of a composition of matter or 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.
5. "subject Invention" means any invention made, or improvement to any invention conceived or first reduced to practice in the performance of work under this Agreement. Any invention both conceived and first actually reduced to practice at private expense outside this Agreement, including reduction to practice by simulation if the technology is sufficiently mature to reasonably ensure workability, is not a Subject Invention.

B. Allocation of Principal Rights. Unless Recipient will have notified the Government (in accordance with subparagraph C.2 below) that Recipient does not intend to retain title, Recipient 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. 203. With respect to any Subject Invention in which Recipient retains title, the Government will have a nonexclusive, nontransferable, irrevocable, paid-up license for Government to practice or have practiced on behalf of the United States the Subject Invention throughout the world. Notwithstanding the above, Recipient may elect to provide full or partial rights to other parties.

### C. Invention Disclosure, Election of Title, and Filing of Patent Application.

1. Recipient will disclose each Subject invention to the Government (through the Agreement Administrator) within six (6) months after the inventor discloses it in writing to his company personnel responsible for patent matters, The disclosure to THE GOVERNMENT will be in the form of a written report and will identify the Agreement under which the invention was made and the identity of the inventor(s). It will 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, optical, chemical, biological, or electrical characteristics of the invention. The disclosure will 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. In the event there are no Subject Inventions, Recipient will submit a negative report as part of Agreement closeout.
2. If Recipient determines that it does not intend to retain title to any such invention, Recipient will notify the Government, in writing, within eight (8) months of disclosure to the Government. 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 the Government to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.
3. Recipient will 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 apublication, or sale, or public use. Recipient may elect to file patent applications in additional countries (or regional Patent Office or pursuant to the Patent Cooperation Treaty) within either twelve (12) 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. Any Subject Inventions, jointly made by employees of the Government of the United States of America and Recipient, will be jointly owned by those parties. With respect to jointly owned Subject frventions, the parties will agree, on a case-by-case basis, as to which party will file patent applications, if any. Each party will bear its own patent filing expenses in filing patent applications on joint Subject Lrventions. Requests for extension of the time for disclosure, election, and filing under Article XII, subparagraph C. may, aT the discretion of the Government, and after considering the position of Recipient, be gtanted and will normally be granted unless the Agreements Officer has reason to believe that apaficular extension would prejudice the Government's interest.

### D. Conditions When the Government May Obtain Title.

Upon the Government's written request, Recipient will convey title to any Subject Invention to the Government under any of the following conditions:

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

#### E. Minimum Rights to Recipient and Protection of Recipient's Right to File.

1. Recipient will retain a nonexclusive, royalty free sub-licensable license throughout the world in each Subject Invention to which the Government obtains title, except if Recipient fails to disclose the Subject Invention within the times specified in paragraph C of this Article. The Recipient license extends to the domestic subsidiaries and affiliates, if any, of Recipient within the corporate structure of which Recipient is a party and includes the right to grant licenses of the same scope to the extent that Recipient was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the invention pertains. Government approval for license transfer will not be unreasonably withheld.
2. The Recipient domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404, provided that such revocation or modification will not take place less than ten (10) years after the end of the term of the Agreement. This license will not be revoked in that field of use or the geographical areas in which Recipient 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 the Government to the extent Recipient, 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, the Government will furnish Recipient a written notice of its intention to revoke or modify the license, and Recipient will 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.

#### F. Action to Protect the Government's Interest

1. Recipient agrees to execute or to have executed and promptly provide to the Agreements Administrator all instruments necessary to: (a) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which Recipient elects to retain title, and (b) convey title to the Government when requested under paragraph D. of this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.
2. Recipient agrees to require, by written Agreement, that employees of Recipient, other than clerical and nontechnical employees, agree to disclose promptly in writing, to personnel identified as responsible for the administration of patent matters and in a format acceptable to Recipient, each Subject Invention made under this Agreement in order that Recipient can comply with the disclosure provisions of paragraph C. of this Article. Recipient will instruct employees, through employee Agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. Recipient will notify the Government of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a re-examination 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. Recipient will include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with Government support under Agreement No. W91 IW6-12-2-0004 for the AVMS Phase II program. The Government has certain rights in the invention,"

#### G. Lower Tier Agreements.

1. The Recipient shall include the obligations of the Recipient under this Article, suitably amended to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.
2. In the case of a lower tier agreement with a vendor, at any tier, the Government, the vendor, and the Recipient agree that the mutual obligations of the parties created by this Article flow down to the vendor and constitute an agreement between the vendor and the Government with respect to such obligations.
3. The foregoing flow down requirements shall pertain only to the obligations created by this Article. For purposes of clarity, the Parties agree that the Recipient has the right to freely negotiate the ownership and other allocation of intellectual property rights as

between the Recipient and its vendors'

#### H. Reporting on Utilization of Subject Inventions

1. Recipient agrees to submit to the Agreement Administrator during the term of the Agreement, periodic reports no more frequently than annually on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by Recipient or licensees or assignees of the inventor. Such reports will include information regarding the status of development, date of first commercial sale or use, gross royalties received by Recipient's subcontractor(s), and such other data and information as the agency may reasonably specify.
2. Recipient also agrees to provide additional reports as may be requested by THE GOVERNMENT in connection with any march-in proceedings undertaken by the Government in accordance with paragraph J of this Article. Consistent with 35 U.S.C. 202(c)(5), the Government agrees it will not disclose such information to persons outside the Government without permission of Recipient.

#### I. Preference for American Industry

Notwithstanding any other provision of this clause, Recipient agrees that it will not grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by Recipient 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.

#### J. March-In Rights.

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

1. Such action is necessary because Recipient or assignee has not taken effective steps, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Subject Invention, a reasonable time being no less than ten (10) years from the end of the term of the Agreement;
2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by Recipient, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use; and such requirements are not reasonably satisfied by Recipient, assignee, or licensees; or
4. Such action is necessary because the Agreement required by paragraph (1) 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.

#### K. Opportunity to Cure.

Certain provisions of this Article provide that the Government may gain title or license to a Subject Invention by reason of Recipient's action or failure to act within the times required by this Article. Prior to claiming such rights (including any rights under Article XII J., "March-In Rights"), the Government will give written notice to Recipient of the Government's intent and afford Recipient a reasonable period of time to cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be less than sixty (60) days. Recipient may also use the cure period to show good cause why the claiming of such title or right would be inconsistent with the intent of this Agreement, in light of the appropriate timing for introduction of the technology in question, the relative funding and participation of the parties in the development and other factors.

#### L. Notification of Background Inventions, Disclosures or Patents

In no event shall the provisions set forth in this Article apply to any Background Inventions or Patents obtained thereon by recipient. Recipient shall retain the entire right, title, and interest throughout the world to each such invention and patents, and the Government shall not acquire any rights to such Invention and Patents under this Agreement except for Subject Inventions. Such Intellectual Property, including but not limited to, Background Inventions, Disclosures, or Patents are identified in Attachment 6. The listing of Recipient's Background Inventions, Disclosures, or Patents is subject to revision based upon new information or inadvertent omission, or otherwise by mutual agreement of the Parties, evidenced by a bi-lateral modification to this Agreement.

### ARTICLE XIII. OTHER INTELLECTUAL PROPERTY RIGHTS

A. Definitions. For the purposes of this Agreement, the following terms have the meanings indicated:

1. "Background Data" means Technical Data produced by Recipient at private expense prior to performance of or

outside the scope of this Agreement and is considered by Recipient to be proprietary. Such Background Data may include any modifications, derivatives to previously conceived, designed, developed, and resultant revisions to software, processes, qualification data, and manufacturing plans'

2. "Background Software" means any Software developed by Recipient prior to the performance of this Agreement or outside the scope of work performed under this Agreement and is considered by Recipient to be proprietary'
3. "Computer Software" and "Computer Software Documentation" as defined (a)(4) and (a)(5) of Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2012).
4. "Government Data" means Data that has been delivered to the Government prior to or outside the terms of this Agreement. The Government's pre-existing rights in that Data govern disclosure and use of such Government Data.
5. "Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations, Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
6. "Government Purpose Rights" as defined in (a)(13) of DFARS 252.227-7013, Rights in Technical Data- Noncommercial Items (FEB 2012) and in (a)(12) of DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2012).
7. "Limited Rights" as defined in (a)(14) of DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items (FEB 2012).
8. "Proprietary Information" means information which embodies trade secrets or which is privileged or confidential technical, business or financial information provided that such information:
  - a. is not generally known, or is not available from other sources without obligations concerning its confidentiality;
  - b. has not been made available by the owners to others without obligation concerning its confidentiality;
  - c. is not described in an issued patent or a published copyrighted work or is not otherwise available to the public without obligation concerning its confidentiality; or
  - d. can be withheld from disclosure under 15 U.S.C. § 3710a(c)(7)(A) & (B) and the Freedom of Information Act, 5 U.S.C. § 552 et seq; and
  - e. is identified as such by labels or markings designating the information as proprietary
9. "Restricted Rights" as defined in (a)(15) of DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2012).
10. "subject Computer Software and Computer Software Documentation", as used in this article, means any Software and Software Documentation first produced and delivered during performance of this Agreement.
11. "Subject Technical Data", as used in this article, means any Technical Data first produced and delivered during performance of this Agreement.
12. "Technical Data" means 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.
13. "Unlimited Rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

#### B. Allocation of Principal Rights

This Agreement shall be performed with a mix of Government and Recipient funding. Any, Computer Software, and/or Computer Software Documentation developed with agreement funding and any Technical Data pertaining to an item, component or process developed with agreement funding shall be considered as "Developed with mixed funding" as defined in (a)(7) and (a)(10) of DFARS clauses 252.227-7013 and 252.227-7014 and if subsequently required for delivery under a contract entered into under the authority of the Armed Services Procurement Act of 1947, the Government shall have at a minimum "Government Purpose Rights", as defined in DFARS clauses 252.227-7013 and 252.227-7014. In consideration of Government funding and Attachment 6, the Parties agree as follows:

1. Background Data provided to the Government shall be limited to that information normally shared with commercial customers or that information specifically negotiated under this Agreement and shall be subject to Limited Rights. Recipient retains all right, title, and interest in such Background Data. Certain deliverable reports/documentation may, by necessity, incorporate Background Data. If so, such report/documentation will be supplied with Limited Rights. Furnishing of "Background Data" by incorporating it into a deliverable report/documentation shall not affect any preexisting Government Rights in such Technical Data. Recipient's Background Data is identified in Attachment 6.

In addition to the items identified in Attachment 6, other assertions meeting the definition of Background Data & Background Software may be identified after award, including any additional Background Data which may be required for the Airworthiness Substantiation

Documents. Such identification shall be submitted to the Grants/Agreements Officer as soon as practical, but in no case shall the additional Background Data be included in any data deliverable until the Agreement is bilaterally amended to reflect such addition. Attachment 2 includes a description of all technical data deliverables under this agreement. There is no requirement for Software deliverables under this Agreement.

2. The following reports are administrative/management documentation and not considered technical data. They contain Recipient proprietary information and may be marked "Proprietary": Business/Financial Status Report and Program Management Plan.

3. The Government shall obtain a Government Purpose Rights version of the Final Report.

4. The following reports/documentation may include background data and the Government shall have Government Purpose Rights thereto: Bi-Monthly Technical Status Reports, Meeting Notes, Briefings and Charts, Airworthiness Substantiation Document, Test Plans and Final Report. When Background Data is included and subject to Limited Rights, that Background Data shall be submitted in an appendix to the report/document such that the Government may have Government Purpose Rights in the primary portion of the report/document.

5. To the extent that Government Data is used in the performance of this Agreement, the Government shall retain its preexisting rights in such Data, including modifications or changes made to such Data as part of the performance under this Agreement.

6. For the purpose of application of DFARS 252.227-7013(b)(2)(X)(i), the duration of Government Purpose Rights for the reports identified above is a period of five years commencing after the delivery of the specified reports under a Government contract. Upon expiration of the five year term, the Government shall have Unlimited Rights in the reports.

C. Recipient shall include the obligations of the Recipient under this Article, suitably modified to identify the Parties, in all subcontracts or lower-tier agreements, regardless of tier, for experimental, developmental, or research work.

#### D. Marking of Data

1. Pursuant to paragraph B above, technical data required to be delivered under this Agreement shall be marked appropriately with the following appropriate legend:

##### Government Purpose Rights

Agreement Number: W911W6-12-2-0004

Recipient Name: The Boeing Company

Recipient Address: P.O. Box 16858, Philadelphia, PA 19142-0858

Expiration Date: 30 October 2020

The Government's rights to use, modify, reproduce, release, perform, display or disclose these Technical Data are restricted as stated in Agreement W911W6-12-2-0004 between the Government and Recipient. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person other than the Government, who has been provided access to such Technical Data, must promptly notify Recipient.

##### Limited Rights

Agreement Number: W911W6-12-2-0004

Recipient Name: The Boeing Company

Recipient Address: P.O. Box 16858, Philadelphia, PA 19142-0858

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted as stated in Agreement W911W6-12-2-0004 between the Government and Recipient. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data, must promptly notify the above named Recipient.

2. Further, the deliverable proprietary non-technical data/information (namely the Business Status Report and Program Management Plan) not subject to Unlimited Rights, Government Purpose Rights or Limited Rights, shall be marked with the proprietary notice customarily used by Recipient to identify data and information that is subject to restrictions regarding disclosure and/or use. The proprietary notice shall however, also include notation of this Agreement Number "W911W6-12-2-0004" and a right for the Government to use the report for purpose of administration of this Agreement.

3. Except for Technical Data or Proprietary Information delivered under this Agreement, the parties agree that Recipient will appropriately advise the Government regarding any limitation or restriction to Technical Data or Computer Software to which the Government may have access. Limitations and restrictions will be subject to the appropriate Recipient or third party markings and legends including a copyright notice to assure proper handling and shall bear notation to this Agreement Number "W911W6-12-2-0004".

#### E. Disclosure to Government Support Contractors

The Government may utilize contractor support, as required, for the duration of the Agreement. Information, including business

sensitive/confidential or proprietary data, the Recipient provides to the Government with restrictions may be viewed and utilized by the support contractor in the course of its contract performance. The Recipient and its subrecipients/contractors consent to a release of their business sensitive/confidential, proprietary, and/or restricted data to the Government's support contractor. The Government will require the support contractor to protect Recipient information and to enter into a nondisclosure agreement with Recipient. The Recipient may execute its own Non-Disclosure Agreement with the Government support contractor(s) listed below:

Company: USFalcon The Government utilizes USFalcon for IT support services. This contract with USFalcon contains DFARS clause 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends, in addition to clause H-20, Access to Confidential Information. The Government requires USFalcon to provide non-disclosure agreements. The employees performing these services completed non-disclosure agreements and the Government has obtained these forms.

#### F. Disclosure of Unmarked Data.

The United States Government is not responsible for any disclosure or transfer of proprietary data or software that was not marked by the data owner in accordance with this Agreement.

#### G. Copyright

Ownership to copyrights for original works of authorship created by employees of Recipient or for hire by Recipient in the course of performance of work under this Agreement is retained by Recipient. Recipient grants to the Government a royalty-free, nonexclusive, irrevocable license to use, modify, prepare derivative works, reproduce, distribute, perform, and display worldwide copyrighted works delivered under this Agreement, by or on behalf of the Government for Government purposes. Notwithstanding the foregoing, for works prepared and delivered pursuant to Subarticle B above, and the attachments referenced therein, the Government does not obtain pursuant to this Article any greater rights than the rights described in Subarticle B above.

### ARTICLE XV: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

A. Notwithstanding the reporting requirements of this Agreement, Parties to this Agreement favor an open publication policy to promote the commercial acceptance of the technology developed under this Agreement, but simultaneously recognize the necessity to protect proprietary, privileged, or confidential information of the Agreement because successful commercialization of aspects of the technology by Recipient may depend on the proprietary nature of the information.

B. Recipient is encouraged to publish results of the research projects, unless subject to export controls, in appropriate journals. One advance copy of each release of information to be publicized will be submitted to the Agreement Administrator who will staff request for release. Approval by the Grants/Agreements Officer is required prior to any release. Submit request at least thirty (30) days prior to the anticipated release date. Two (2) copies of all publications resulting from the project shall be forwarded to the Government Technical Agent upon release. Recipient shall assure that an acknowledgment of Government support will appear on each publication or presentation of any material based upon or developed under this Program. A statement shall appear on the title page worded substantially as follows:

"This research was partially funded by the Government under Agreement No. rW91IW6-12-2-0004. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation thereon."

C. Recipient is responsible for assuring that every publication of material based on or developed under this Program contains the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the Aviation Applied Technology Directorate or the U.S. Government."

### ARTICLE XXIII: CERTIFICATIONS/ASSURANCES

A. By signing this Agreement or accepting funds under this Agreement, The Recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination: (1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195, (2) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90; and (3) On the basis of handicap in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56. The Recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1725. The Recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125. By signing this Agreement or accepting funds under this Agreement, the Recipient assures that it will comply with applicable provisions of the Clean

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

**B. Other Certifications**

The following Certifications, which have been executed by Recipient prior to award of this Agreement and are on file with the issuing office, are hereby incorporated herein by reference: (1) Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions, 32 CFR Appendices A and B to Part 25, (2) Certification Regarding Lobbying Activities, 32 CFR Appendix A to Part 28.