

CUSTOMER CONTRACT REQUIREMENTS
Technology Investment Agreement (TIA)
CUSTOMER CONTRACT W911W6-18-2-0004

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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.

52.245-1 Government Property (JAN 2017). 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.

2. DoD FAR Supplement Clauses DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.227-7013 Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011).

252.227-7018 Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program (FEB 2014). This clause applies only if the delivery of noncommercial technical data or computer software to the Government is required under Buyer's prime contract.

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

W911W6-18-2-0004 Special Provisions .
PATENT RIGHTS APPLICABLE TO ALL SELLERS

Conditions When the Government May Obtain Title

The Seller will convey to the Federal agency, upon written request, title to any subject invention—

1. If the Seller fails to disclose or elect title to the subject invention within the times specified in the Buyer's prime contract, or elects not to retain title; provided that the agency may only request title within 60 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 (c) above; provided, however, that if the Seller has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Seller shall continue to retain title in that country.
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 proceeding on, a patent on a subject invention.

INVENTIONS AND PATENT RIGHTS (Limited Applicability)

This Article is applicable to small business firms or domestic nonprofit organizations receiving contracts for experimental, developmental, or research work that are subject to this CCR. This includes Seller subcontractors and contracts of any tier in support of this effort.

For the purpose of this Article, "Recipient" is interpreted to mean "Seller" and the applicability of this article is limited as described above.

A. Definitions

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
3. Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
4. Practical Application means to manufacture in the case of a composition 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 being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
5. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this article, the size standards for small business concerns involved in government procurement and subcontracts at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. Subject invention means any invention of the Recipient conceived or first actually

reduced to practice in the performance of work under this Agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Agreement performance.

B. Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this article and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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

1. The Recipient will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the Agreement under which the invention was made and 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, on 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 addition, after disclosure to the agency, the Recipient will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six 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 subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The Recipient will convey to the Federal agency, upon written request, title to any subject invention—

1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
2. In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Recipient shall continue to retain title in that country.
3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Recipient and Protection of the Recipient Right to File

1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
2. The Recipient's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the 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 funding Federal agency to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the funding Federal agency will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency

regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Recipient Action to Protect the Government's Interest

1. The Recipient agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph D. above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under Agreement in order that the Recipient can comply with the disclosure provisions of paragraph C., above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by C. 1., above. The Recipient shall instruct such 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. The Recipient will notify the Federal agency 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 days before the expiration of the response period required by the relevant patent office.
4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the Agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

G. Subawards

1. The Recipient will include this article, suitably modified to identify the parties, in all subawards, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subrecipient will retain all rights provided for the Recipient in this article, and the Recipient will not, as part of the consideration for awarding the subawards, obtain rights in the subrecipient's subject inventions.
2. The Recipient will include in all other subawards, regardless of tier, for experimental developmental or research work the patent rights article required by 32 CFR 37.860(c)(3).

H. Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request 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 the Recipient 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 Recipient, and such other data and information as the agency may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this article. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Recipient.

I. Preference for United States Industry

Notwithstanding any other provision of this article, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products 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 requirement for such an agreement may be waived by the Federal agency upon a showing by the Recipient or its assignee 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

The Recipient agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (i) of 37 CFR 401.6 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. Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the Secretary may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph K. 4.

L. Communication

The Recipient will send reports and notifications required by this Article to the Agreements Officer identified in this Buyer's Agreement with Buyer's customer.

INTELLECTUAL PROPERTY RIGHTS OTHER THAN INVENTIONS AND PATENTS

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

1. "Background Data" means Technical Data produced by Buyer and/or Seller at private expense prior to performance of or outside the scope of this contract and is considered

by Buyer and/or Seller to be proprietary. Such Background Data may include any modifications, or derivatives to previously conceived, designed, developed, and resultant revisions to technical data such as software, processes, qualification data, and manufacturing plans.

2. "Background Software" means any Computer Software developed by Buyer and/or Seller prior to the performance of this contract or outside the scope of work performed under this contract and is considered by Buyer and/or Seller to be proprietary. Such Background Software may include any modifications or derivatives funded exclusively at private expense to previously conceived, designed, developed, and resultant revisions to Computer Software.

3. "Computer Software" as defined in Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7014.

4. "Computer Software Documentation" as defined in DFARS 252.227-7014.

5. "Government Purpose Rights" as defined in DFARS 252.227-7013, 252.227-7014, and 252.227-7018.

6. "Subject Technical Data", "Subject Computer Software", and "Subject Computer Software Documentation", as used in this article, means any Technical Data, Computer Software, or Computer Software Documentation first developed during performance of this contract and modifications to Background Data developed during performance of this contract.

7. "Technical Data" as defined in DFARS 252.227-7013 and 252.227-7018.

B. Allocation of Principal Rights.

Unless otherwise stated in this Article, the Government will receive Government Purpose Rights in any technical data, computer software, and computer software documentation developed with agreement funding, including modifications to Background Data and Software. Technical data, computer software, and computer software documentation developed and/or Background Data modifications under this Agreement will be considered "Subject Technical Data", "Subject Computer Software", and/or "Subject Computer Software Documentation.

Limitations on Government Rights

In accordance with DFARS 252.227-7017 (Jan 2011), the Buyer asserts for itself, or the person identified below, that the Government's right to use, release or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions:

Geoduck 3.10 Application software, provided in object code form only

Basis for Assertion

Developed exclusively at private expense

Asserted Rights

Government Purpose Rights

Name of Person Asserting Restrictions

The Boeing Company

Technical Data or Computer Software to be Furnished With Restrictions:

Design Explorer 4.4, provided in object code form only

Basis for Assertion

Developed exclusively at private expense

Asserted Rights

Government Purpose Rights

Name of Person Asserting Restrictions

The Boeing Company

FOREIGN ACCESS TO TECHNOLOGY

Nothing in this contract is intended to change the applicability of the Department of State International Traffic in Arms Regulations, 22 CFR part 120 et.seq. and the Department of Commerce Export Administration Regulations, 15 CFR part 730 et.seq. to any disclosure to foreign persons of anything developed under this contract. Seller acknowledges its obligation to comply with referenced regulations.

PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

Any publications regarding this contract or the work and research it involves require prior written consent from Buyer. If publishing is approved, it is subject to guidelines and requirements below.

Seller shall assure that an acknowledgment of Government support will appear on each publication or presentation of any material based upon or developed under this contract.

A statement shall appear on the title page worded substantially as follows:

“This research was partially funded by the Government under Agreement No. W911W6-18-2-0004. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation thereon.”

Seller is responsible for assuring that every publication of material based on or developed under this contract 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 Development Directorate, Aviation Applied Technology Directorate or the U.S. Government.”

In addition, all Press Releases must include the below language at the end of the document.

"U.S. Army Aviation and Missile Research, Development, and Engineering Center provides increased responsiveness to the nation's Warfighters through aviation and missile capabilities and life cycle engineering solutions."

EQUIPMENT, PROPERTY, AND GOVERNMENT FURNISHED INFORMATION

A. Seller is not authorized to acquire equipment except as specifically approved in writing by the Buyer.

B. Government furnished property and information

1. In the event that a requirement for Government-furnished items arises, listing of required and available Government furnished-items will be developed shared with the Seller.

2. Title to Government-furnished property and information will remain with the Government. Seller will use the Government-furnished property and information only in connection with this contract. Seller will maintain adequate property control records in accordance with sound industrial practice and will make such records available to the Buyer and Government.

3. Responsibility for Government furnished property:

a. Upon delivery of Government-furnished property to Seller, the Government assumes risk and responsibility for its loss, damage, destruction or theft in accordance with FAR 52.245-1 which is incorporated herein by reference.

b. Upon completing this contract, Seller will prepare for shipment, deliver, or dispose of the Government-furnished property not consumed in performing this contract or as previously delivered to the Government, or as may be directed or authorized by the Buyer. The net proceeds of any such disposal will be credited in accordance with Recipients Cost Accounting Standards Disclosure Statement.

4. Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

a. Definitions. For the purpose of this subarticle the following terms have the meanings indicated:

(1) "Limited rights" and "Government purpose rights" are defined in the clause at DFARS 252.227-7013, Rights in Technical Data–Noncommercial Items.

(2) "Government purpose rights," and "restricted rights" are defined in the clause at DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

b. Technical data or computer software provided to the Seller as Government-furnished information (GFI) under this Agreement may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with Limited Rights, Restricted Rights, or SBIR data rights

legends. The Seller shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Seller shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(2) GFI marked with Government Purpose Rights Legends. The Seller shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Seller shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subrecipients, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, subawards under this contract. Prior to disclosing the data or software, the Seller shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement similar to the one contained in DFARS 227.7103-7, suitability tailored for a cooperative agreement.

(3) GFI marked with specially negotiated license rights legends. The Seller shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Seller shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(4) GFI technical data marked with commercial restrictive legends. The Seller shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Seller shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

c. Indemnification and creation of third party beneficiary rights. The Seller agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Seller, or any person to whom the Seller has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

d. The Seller shall ensure that its employees are subject to use and on disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

C. Recipient Acquired Property

1. In this article "property" means any tangible nonexpendable personal property charged directly to this agreement having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit, and defined as "equipment" in DGARS 34.2

2. Seller may purchase real property or equipment in whole or in part with federal funds or, in whole or in part with Seller funding under an award only with Buyer approval.

3. Property Management - The Seller's property management system shall comply with DGARS 34.23 or the Recipient's Defense Contract Management Agency (DCMA) approved Government Property Management System.

4. Title to Property - No significant items of property are expected to be acquired under this contract.

a. Title. Title to such real property or equipment shall conditionally vest in the Buyer upon acquisition. Seller shall:

(1) Use the real property or equipment for the authorized purposes of the contract until funding for the contract ceases, or until the property is no longer needed for the purposes of the .

(2) Not encumber the property without approval of the Buyer.

(3) Use the property in accordance with DGARS paragraph 34.21(d).

b. If the Seller purchases real property (other than land) or equipment with its own funding, and designates the real property or equipment as recipient cost share, the Government will have a financial interest in the real property or equipment. The financial interest of the Government is determined by the Federal participation in the project.

5. Disposition of Property - At the completion of the term of this contract, items of property acquired under this agreement shall be disposed of in accordance with DGARS paragraph 34.21(e).

CERTIFICATIONS/ASSURANCES

A. By accepting this contract, accepting funds under this contract and/or performing work, The Seller 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 1125. 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 accepting this contract, accepting funds under this contract and/or performing work, the Seller 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 Seller 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, are hereby incorporated herein by reference:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions, 13 CFR Appendices A and B to Part 145
2. Certification Regarding Lobbying, 32 CFR Appendix A to Part 28
3. Representation regarding the Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

A. Seller shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which Seller has knowledge.

B. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, Seller shall furnish to the Buyer or Government when requested, all evidence and information in possession of Seller pertaining to such suit or claim.

C. Seller agrees to include, and require inclusion of, this Article (suitably modified to identify the parties) in all sub-agreements or subcontracts at any tier.

TRAFFICKING IN PERSONS

A. Seller, its employees, sub recipients/subcontractors under this contract, and sub recipients'/ subcontractors' employees shall not:

1. Engage in severe forms of trafficking in persons during the period of time that this contract is in effect;
2. Procure a commercial sex act during the period of time that this contract is in effect;
or
3. Use forced labor in the performance of the contract, subcontracts or sub awards under this contract.

E. Seller agrees to include the requirements of paragraph A of this Article in any Subaward or subcontract made to a private entity.

F. Definitions.

1. "Employee" means either:
 - a. An individual employed by Seller or a Seller's subrecipient or subcontractor who is engaged in the performance of the project or program under this contract;
or
 - b. Another person engaged in the performance of the project or program under this contract and not compensated by Seller including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b. Includes:
 - (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (2) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL

CONFIDENTIALITY AGREEMENTS

A. The Seller may not require its employees, contractors, subcontractors or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Seller must notify its employees, contractors, subcontractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this Article provision are no longer in effect.

C. The prohibition in paragraph (a) of this Article does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS

Threat awareness reporting program training:

For all DoD contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent. Contact the Redstone Arsenal MI Detachment at 256-313-5186 for scheduling.

OPSEC Training:

Level I OPSEC Awareness Training: Per AR 530-1, Operations Security, all Seller employees, to include Seller subcontractor employees shall complete Level I OPSEC Awareness Training within 30 calendar days of their reporting for duty. All Seller and Seller subcontractors shall take the Level 1 OPSEC Awareness Training located at the below website and print the certificates demonstrating completion. The Seller shall submit certificates of completion for each affected Seller employee and Seller subcontractor employee, to the Buyer, within 10 calendar days after completion of training by all Seller employees and Seller subcontractor personnel. Note: after the first screen, select User Type: Civilian/Contractor, then Service: Army, then Grade N/A. OPSEC awareness training is available at the following website: <http://cdsetrain.dtic.mil/opsec/>

CONTRACT PROVISIONS

In accordance with 32 CFR 37.705(a) and 34.31, Seller must comply with and flow down to any of Seller's subcontractors the following provisions as applicable:

1. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and sub awards in excess of \$2000 for construction or repair awarded by Seller and Seller's sub recipients or subcontractors shall include a provision for compliance with the Copeland "Anti- Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Seller or Seller sub recipient/subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Seller shall report all suspected or reported violations to the Buyer and the responsible DoD Component.

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – Where applicable, all contracts received by Sellers and awarded by Sellers in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. 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 Buyer 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.

5. 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 Seller to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Buyer, the responsible DoD Component, and the Regional Office of the Environmental Protection Agency (EPA).

6. 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.

7. Debarment and Suspension (E.O.s 12549 and 12689) – Contract awards that exceed the simplified acquisition threshold and certain other contract awards shall not be made to parties listed on nonprocurement portion of the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs in accordance with E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.