

**CUSTOMER CONTRACT REQUIREMENTS
(CENTER FOR ROTORCRAFT INNOVATION (CRI))
CUSTOMER CONTRACT W911W6-05-2-0003
CENTER PROJECT**

**A-4.1 Operational Analysis of Rotorcraft for Homeland Security, Disaster and Emergency
Response Application**

**A-4.2 Airborne Command and Control (C2) for Coordination in Homeland Security Systems
(HSS) and Emergency Response Systems (ERS)**

B-2.1 Condition Based Maintenance Technology

CUSTOMER CONTRACT REQUIREMENTS

All contracts awarded by a recipient, including those for amounts less than the simplified acquisition threshold, shall contain 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 subawards in excess of \$2000 for construction or repair awarded by recipients and subrecipients 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 contractor or subrecipient 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 recipient shall report all suspected or reported violations to the responsible DoD Component.

3. Contract Work Hours and Safety Standards Act (40 U.S.C.) 327-333 - Where applicable, all contracts awarded by recipients 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 part 5). 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 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. 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 subawards 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. 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 responsible DoD Component and the Regional Office of the Environmental Protection Agency (EPA).

5. 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.

6. 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.

CERTIFICATIONS

A. By signing this Agreement or accepting funds under this Agreement, Recipient certifies that it is complying with the requirements of: (1) Title VI of the Civil Rights Act of 1964, as implemented by 32 CFR 195, concerning nondiscrimination in activities under the agreement based on race, color, or national origin; (2) section 504 of the Rehabilitation act of 1973, as implemented by 32 CFR 56, concerning access for people with disabilities; (3) Title IX of the Education Amendment of 1972 concerning discrimination based on sex in Recipient programs and activities including but not limited to those under this Agreement; and (4) Drug-Free Workplace Act of 1988.

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.

WAIVER OF RIGHTS

Any waiver of any requirement contained in this Agreement will be by mutual agreement of the Parties hereto. Any waiver will be reduced to writing and a copy of the waiver will be provided to each Party. Failure to insist upon strict performance of any of the terms and conditions hereof or failure or delay to exercise any rights provided herein or by law will not be deemed a waiver of any rights of the Parties to the Agreement.

AUTHORIZATION AND CONSENT

The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this agreement or any sub-agreement at any tier.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

A. Recipient shall report to the Grants/Agreements Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this agreement of which Recipient 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 Agreement or out of the use of any supplies furnished or work or services performed under this agreement, Recipient shall furnish to the Government when requested by the Grants/Agreements Officer, all evidence and information in possession of Recipient pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where Recipient has agreed to indemnify the Government.

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

LIABILITY

A. Property.

No Party to this Agreement will be liable to any other Party for any property (other than intellectual property) of that other Party consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the gross negligence or willful misconduct of the Party or an employee or agent of the Party. To the extent that this Article may conflict with Article XVIII, Government Furnished Property/Government Furnished Information, Article XVIII shall take precedence.

B. Other Liability.

Neither Party will be liable to the other Party whether directly or by way of contribution or indemnity, for any claim made by any person or other entity for personal injury or death, or for property damage or loss, arising in any way from this Agreement, including, but not limited to, the later use, sale or other disposition of by Recipient of research and technical developments, whether by resulting products or otherwise, whether made or developed under this Agreement, or whether contributed by either Party, pursuant to this Agreement, except as provided under the Federal Tort Claims Act (28 U.S.C. 2671 et seq.) or other Federal laws where sovereign immunity has been waived.

Marking Requirements

Technical Data: Pursuant to Section 3.3 herein and the Statement of Work, Technical Data (other than the public version of the final report and any identified in the Statement of Work as subject to Unlimited Rights) delivered under this Program Agreement or any Sponsored Research Project Agreement shall be marked appropriately with one of the following legends:

(a) Limited Rights Markings

“Limited Rights as defined in Agreement Number W911W6-05-2-0003

Agreement Number W911W6-05-2-0003

Contractor/Sub-Tier Name:

Address:

The Government’s rights to use, modify, reproduce, release, perform, display or disclose these Technical Data are restricted as stated in Agreement W911W6-05-2-0003 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.”

(b) Government Purpose Rights Markings

“Government Purpose Rights

Agreement Number W911W6-05-2-0003

Contractor/Sub-Tier Name:

Address:

Expiration Date: July 1, 2015

The Government’s rights to use, modify, reproduce, release, perform, display or disclose technical data are restricted as stated in Agreement W911W6-05-2-0003 between the Government and Recipient. No restrictions apply after the expiration date shown above. Any reproduction of technical data, or portions thereof, marked with this legend must also reproduce the markings.”

NOTE: For purposes of this Program Agreement, Computer Software Documentation shall be treated as Technical Data.

Computer Software: Pursuant to Section 3.3 herein and the Statement of Work, Computer Software (other than any identified in the Statement of Work as subject to Unlimited Rights) delivered under this Program Agreement or any Sponsored Research Project Agreement shall be marked appropriately with one of the following legends:

(a) Restricted Rights Markings

“Restricted Rights as defined in Agreement Number W911W6-05-2-0003

Agreement Number W911W6-05-2-0003

Contractor/Sub-Tier Name:

Address:

The Government’s right to use, modify, reproduce, release, perform, display or disclose this software are restricted as stated in Agreement W911W6-05-2-0003 between the Government and Recipient. Any reproduction of computer software 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 computer software, must promptly notify the above named Contractor.”

(b) Government Purpose Rights Markings

“Government Purpose Rights

Agreement Number W911W6-05-2-0003

Contractor/Sub-Tier Name:

Address:

Expiration Date: July 1, 2015

The Government’s right to use, modify, reproduce, release, perform, display or disclose Computer Software are restricted as stated in Agreement W911W6-05-2-0003 between the Government and Recipient. No restrictions apply after the expiration date shown above. Any reproduction of technical data, or portions thereof, marked with this legend must also reproduce the markings.”