

**CUSTOMER CONTRACT REQUIREMENTS**  
**ACC - Articles of Collaboration**  
**CUSTOMER CONTRACT NASA ACC**

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

**ACC Rev 2 Articles of Collaboration Revision 2 (2022.03.16) (MAR 2022).**

*Sellers/Subrecipients are required to support Buyer/Recipient in fulfillment of its obligations to Buyer's customer as defined in the articles, terms, and conditions below.*

**P.2 Definitions:**

- The term "**ACC**" as used herein shall refer to the Advanced Composites Consortium comprised of signatories to these Articles of Collaboration.
- The term "**ACCP**" as used herein shall refer to the Advanced Composites Consortium Program.
- The term "**Consortium Members**" as used herein shall refer, individually and collectively, to the signatories to these Articles of Collaboration as set forth above.
- The term "**Cooperative Agreement**" (CA) as used herein refers to the Agreement negotiated between NASA and each Recipient, on behalf of the ACC, to execute Projects under the ACCP.
- The term "**Cooperative Research Team**" (CRT) as used herein shall refer collectively to the entities responsible for performing a particular Project, with each such entity individually being referred to as a "CRT Member."
- The term "**Executive Steering Committee**" (ESC) as used herein shall refer to the committee of senior-level representative designated by each of the Consortium Members respectively, together with NASA and FAA representatives so designated by NASA and the FAA.
- The term "**Industry**" as used herein shall refer to non-Government Consortium Members, including, but not limited to, educational institutions.
- The term "**Memorandum of Understanding**" as used herein refers to the Memorandum of Understanding that NASA executed with each entity that NASA selected based on proposals received in response to a partnering synopsis that NASA issued to identify original members of the ACC formed by these Articles of Collaboration.
- The term "**NASA Agreement Officer**" as used herein shall refer to a Government employee (usually a Contracting Officer) who has been delegated the authority to negotiate, award, or administer the Cooperative Agreements.
- The term "**NASA Technical Officer**" as used herein shall refer to the official of the cognizant NASA office who is responsible for monitoring the technical aspects of the work under the CAs.
- The terms "**Project**" and "**Projects**" as used herein shall refer to discrete research and development tasks performed under these Articles of Collaboration. Each Project will be

performed by a Cooperative Research Team.

- The term "**Project Work Plan**" as used herein shall refer to the document describing a Work Activity under the Cooperative Agreements or Project under the Articles of Collaboration, to include a description of the activity, identification of the Consortium Members who will participate in the conduct of the activity, the total cost estimate and cost sharing among the Consortium Members including delineation of cash and noncash contributions, reporting and documentation requirements, delivery requirements (if any) and any other information deemed necessary by the TOC and ESC.
- The term "**Quorum**" as used herein means a majority of the members of the applicable committee or group.
- The term "**Recipient**" as used herein refers to each Consortium Member having a CA with NASA to perform work under these Articles of Collaboration.
- The term "**Selected Partners**" as used herein means the entities responding to the NASA Partnering Synopsis who were chosen to be the initial members of the Advanced Composites Consortium (ACC).
- The term "**Technical Oversight Committee**" (TOC) as used herein shall refer to the committee of technical-level representatives properly designated by each of the Consortium Members respectively to serve on this committee, together with NASA and FAA representatives so designated by NASA and the FAA.
- The term "Tier I Member" as used herein refers to membership as defined by Article 3.2.
- The term "Tier II Member" as used herein refers to membership as defined by Article 3.3.
- The term "**Work Activity**" as used herein means a Project that is performed using NASA funds and/or non-cash contributions under the CAs.

Boeing is a Consortium Member and a Recipient.

## **ARTICLE 10 - OWNERSHIP AND LICENSE RIGHTS IN PATENTS AND OTHER PROPRIETARY INFORMATION**

10.1 For purposes of equitably sharing knowledge resulting from the coordinated research performed under these Articles of Collaboration, the Consortium Members agree to the following, regarding intellectual property and the licensing thereof.

### 10.2 Definitions:

- (a) "Technology" shall mean technical data, information, know-how, and trade secrets as embodied in specifications, drawings, reports, computer software, or any other format and recorded in any electronic or tangible medium, whether or not patentable.
- (b) "Invention" shall mean any invention or discovery which is or may be patentable (whether or not patented) under Title 35 of the United States Code.
- (c) "Project Technology" shall mean Technology created by a CRT Member (or his or her agent, subcontractor, or other business affiliate) in performance of a Project.
- (d) "Project Invention" shall mean an Invention of one or more CRT Members that is conceived or first actually reduced to practice by the one or more CRT Members in performance of a Project.
- (e) "Project Patent" shall mean a patent or pending patent application on any Project Invention.
- (f) "Background Technology" shall mean:

(1) Technology in existence prior to commencement of any work performed under a Project pursuant to the ACCP, or

(2) Technology developed independently of a CRT Member's performance of a Project pursuant to the ACCP.

(g) "Background Patent" shall mean a patent or pending patent application on any Invention that is not a Project Invention.

(h) "Contributed Background Technology" shall be defined as Background Technology, Background Patents and Background Copyrights which the owning CRT Member elects to incorporate within an item or process developed under a Project pursuant to the ACCP, which will be made available to other CRT Members under Paragraphs 10.4 and 10.6 of these Articles of Collaboration.

(i) "Reserved Background Technology" shall be defined as Background Technology, Background Patents and Background Copyrights which the owning CRT Member elects to incorporate within an item or process developed under a Project pursuant to the ACCP, which is made available subject to limitations on the use, manufacture, or practice of such Background Technology under Paragraph 10.5 of these Articles of Collaboration.

(j) "Copyright" shall be defined as the following:

(1) all rights in any original work of authorship fixed in any tangible medium of expression under Title 17 of the United States Code, whether or not registered; and Wx

(2) all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

(k) "Project Copyright" shall be defined as any Copyright which is first created in the performance of a Project.

(l) "Background Copyright" shall be defined as any Copyright that is not a Project Copyright.

### 10.3 Rights In Project Technology, Project Copyrights, Project Inventions, and Project Patents:

(a) A CRT Member shall own the entire right, title, and interest in any Project Copyright, Project Technology, Project Invention, or Project Patent created, or conceived solely by such CRT Member in the performance of a Project.

(b) Each Project Copyright, Project Technology, or Project Invention that is created, or conceived (as applicable) in the performance of a Project jointly by employees of two or more CRT Members (hereinafter "Joint Project Copyright," "Joint Project Technology," and "Joint Project Invention," respectively ) shall be the joint property of such CRT Members (hereinafter "Joint Owners"), and any Project Patent granted on a Joint Invention shall be jointly owned by the inventive CRT Members (hereinafter "Joint Project Patent"). Unless otherwise agreed to in writing by the Joint Owners, the cost of obtaining and maintaining any such Joint Project Patent shall be shared equally by all such Joint Owners subject to the availability of funds if the Government is an owner per the CAs with NASA. Each Joint Owner shall have the right to decline to participate in the cost of obtaining or maintaining any Joint Patent and, in such event, with the exception of NASA or the FAA, if either Agency is a Joint Owner, such patent shall be the property of the Joint Owner(s) paying the cost of obtaining or maintaining such Joint Patent, subject to retention by the other CRT Members of the rights to license contained in these Articles of Collaboration. Notwithstanding the foregoing, the Joint Owners will use reasonable efforts to report, and cooperate in obtaining, a Joint Project Patent, regardless of

whether a Joint Owner declines participation in the costs of obtaining or maintaining the Joint Project Patent. Any Copyright, Technology, or Invention that is created, or conceived by a non-CRT Member that is outside the performance of a Project, but within the scope of a Project, and jointly with one or more CRT Members, such non-CRT Member shall be a joint owner with such CRT Members and any Project Patent granted on a Joint Invention shall be jointly owned by the inventive CRT and non-CRT Members. Such CRT Member(s) and non-CRT Member(s) shall negotiate the respective rights and responsibilities regarding such Copyright, Technology, Invention, or Project Patent.

(c) Project Technology shall be provided to other Industry CRT Members in sufficient detail and within a reasonable period of time. Subject to any obligations of confidentiality established pursuant to Article 9, each Industry CRT Member hereby grants, to the extent it has the right to do so, the other Industry CRT Members a non-exclusive, irrevocable, royalty-free, paid-up, worldwide license, including a license to:

- (1) use Project Technology for any purpose;
- (2) make, have made, use, sell, offer to sell, and import Project Invention(s); and
- (3) reproduce, make derivative works thereof, distribute, publicly display, and publicly perform any Project Copyright.

(d) Project Technology may be disclosed to a party that is not another CRT Member only after (i) obtaining written approval from all Industry CRT Members, which may be conditioned on restrictions on use and disclosure, and (ii) executing a written agreement with the receiving party that includes restrictions on use and disclosure that are at least as restrictive as those provided in these Articles of Collaboration for Proprietary Information, except that use need not be restricted to collaborative efforts under the ACCP, together with any restrictions on disclosure or use required by any other Industry CRT Member as a condition of disclosure approval.

(e) The right to grant sublicenses to Project Patents, Project Copyrights or Project Technology, shall be negotiated with the owner of the Project Patents, Project Copyrights, or Project Technology.

(f) It is recognized and understood that each Consortium Member is free to enter into any contract or agreement, or to perform any work related to a Project performed pursuant to the ACCP, provided that such contract, agreement, or work is not in violation of any of the licensing provisions in these Articles of Collaboration, including the license granted to certain Consortium Members in Paragraphs 10.3 (c) and (d), and the right to grant sublicenses in Paragraph 10.3(e).

(g) In the event a CRT Member seeks an exception to the provisions of Paragraphs (c), (d) or (e) of this Article 10.3, such exception must be agreed to by a two-thirds majority of each of the TOC and the ESC prior to approval of any Project and included in the Project Work Plan.

#### 10.4 Rights in Background Patents, Background Copyrights, and Contributed Background Technology:

(a) Consortium Members are not obligated to disclose Background Technology or grant licenses to Background Technology except as provided herein.

(b) Contributed Background Technology necessary to make use of the Project Technology, Project Inventions, or Project Patents shall be provided to other CRT Members in sufficient detail and within a reasonable period of time. Subject to any obligations of confidentiality established pursuant to Article 9, each CRT Member hereby grants, to the extent it has the right to do so, the other CRT Members a non-exclusive, irrevocable, royalty-free, paid-up, worldwide license, including a license to Contributed Background Technology solely as necessary to enjoy the rights granted in Paragraphs 10.3(c), (d) and (e).

#### 10.5 Rights in Reserved Background Technology:

(a) Any CRT Member seeking to incorporate Reserved Background Technology shall identify that particular Reserved Background Technology to the TOC, and notify the TOC of any limitations on availability, use, manufacture, or practice thereof prior to its introduction. Subject to any obligation of confidentiality established pursuant to Article 9, opportunity shall be given to the TOC to review the proposed Reserved Background Technology for sufficiency of disclosure. If a CRT Member does not believe sufficient disclosure is being offered, the CRT Member seeking to introduce the Reserved Background Technology has the option of making further disclosure or withdrawing it from the ACCP. The TOC shall decide whether disclosure is satisfactory.

#### 10.6 Additional Rights in Background Technology, Background Copyrights and Background Patents:

(a) Upon request, and at the completion of a Project, each Industry CRT Member agrees to grant a royalty-bearing, non-exclusive license to the other Industry CRT Members to use and further disclose any Reserved Background Technology to the extent reasonably necessary to make the license or sublicenses described in Paragraph 10.3(c) or (e) effective, subject to the notified limitations in Paragraph 10.5(a). Subject to the notified limitations in Paragraph 10.5(a), the licenses of this clause shall:

(1) include an option to acquire the right to grant necessary sublicenses; and

(2) be on commercially reasonable terms and conditions including a commercially competitive rate.

(b) As part of this license under Paragraph 10.6(a) and subject to the notified limitations in Paragraph 10.5(a), the licensing Industry CRT Member shall provide the Reserved Background Technology in sufficient detail to the other Industry CRT Member within a reasonable period of time.

(c) Upon timely request, a Government CRT Member may, at its sole discretion and subject to an irrevocable, royalty-free right of the U.S. Government to practice Government Background Technology or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States, use reasonable efforts to grant other CRT Members, under 37 C.F.R. Part 404, non-exclusive negotiated license(s) to Government Background Technology.

10.7 A CRT Member seeking to introduce any Technology owned by a third party shall use reasonable efforts to ascertain and report to the other CRT Members what limitations or necessary licenses, if any, exist on the use of such Technology at present, and potentially in the future. To the extent that Technology belonging to a third party utilized in the performance of a Project performed pursuant to the ACCP may later be necessary to make, have made, or use Project Technology, or products embodying or disclosing Project Technology, each CRT Member agrees to refrain from further utilization of such Technology under these Articles of Collaboration, unless the other CRT Members unanimously agree to such use of Technology owned by a third party under any applicable limitations and any required licenses are obtained.

10.8 Any Project Technology, Project Inventions, Project Patents or Project Copyrights acquired or to be acquired by an Industry CRT Member from a subcontractor performing work under a Project performed pursuant to the ACCP shall be acquired with rights in such Project Technology, Project Inventions, Project Patents or Project Copyrights consistent with the acquiring Industry CRT Member's licensing obligations under this Article 10. In the event that a subcontractor refuses to accept the terms, the Industry CRT Member shall provide notice to the TOC, who will discuss the issue. If the subcontractor continues to refuse, the TOC shall determine whether an agreement shall be executed with said subcontractor.

10.9 The Consortium Members agree to abide by and include (flow down) necessary CA provisions

in any agreements with third parties performing work under these Articles of Collaboration, suitably modified to identify the parties. This requirement applies to all subcontracts and lower tier agreements, regardless of tier.

10.10 Notwithstanding other provisions of this Article 10, the CAs with NASA shall govern the rights in all inventions and information falling under the scope of the CAs when NASA is providing funding and/or non-cash contributions.

## **ARTICLE 13 – MISCELLANEOUS**

### **13.10 Public Relations and Contracts with Other Consortium Members:**

(a) Any public news release, public announcement, advertisement or publicity proposed to be released by any Consortium Member concerning the ACCP, or its efforts in connection with the proposal(s) or any resulting contract(s), shall be subject to the mutual agreement of the Consortium Members prior to release. To the extent any Consortium Member's trademark is utilized, the releasing Consortium Member shall obtain prior written approval of that Consortium Member.

(b) Use of NASA Name and Emblems

(1) NASA Name and Initials - Consortium Members shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product, service or entity has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for release of general information to the Public and Media, Consortium Members must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee (NASA Communications) for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

(2) NASA Emblems - Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Consortium Members must submit any proposed use of the emblems to NASA Communications for review and approval.

### **13.11 Equal Opportunity:**

During the performance of the Projects, Consortium Members agree as follows:

(a) No Consortium Member will discriminate against any employee or applicant for employment in violation of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), or the Americans with Disabilities Act (ADA), as amended, the Equal Pay Act (EPA), and the Genetic Information Nondiscrimination Act of 2008 (GINA),

(b) Each Consortium Member will comply with all provisions of Executive Order No. 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

(c) In the event of noncompliance by a Consortium Member with this Equal Opportunity Clause, the ESC may cancel, terminate or suspend its participation in the Consortium.

### **13.12 Severability:**

Invalidity or unenforceability of any provision of these Articles of Collaboration shall not limit or impair the operation, validity or enforceability of any other provision of these Articles of Collaboration.

### **13.13 Certifications:**

By signing these Articles of Collaboration or accepting funds under the CAs with NASA, the ACC agrees

that each Consortium Member is providing the:

- (a) Certification at 2 CFR 182 regarding Drug-Free Workplace Requirements.
- (b) Assurance at NASA Grant and Cooperative Agreement Manual (GCAM) Appendix D11 regarding Nondiscrimination. The GCAM can be found at the following location:  
[https://prod.nais.nasa.gov/pub/pub\\_library/srba/documents/Grant\\_and\\_Cooperative\\_AgreementManual\\_100219V2.pdf](https://prod.nais.nasa.gov/pub/pub_library/srba/documents/Grant_and_Cooperative_AgreementManual_100219V2.pdf)

#### **13.14 Compliance with Laws and Regulations:**

- (a) The Consortium Members shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations.
- (b) Access by a Consortium Member to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.
- (c) With respect to any export control requirements:
  - (1) The Consortium Members will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under these Articles of Collaboration. In the absence of available license exemptions or exceptions, the Consortium Members shall be responsible for obtaining the appropriate licenses or other approvals, if required, for their exports of hardware, technical data and software, or for the provision of technical assistance.
  - (2) Each Consortium Member shall be responsible for obtaining export licenses, as required, before utilizing foreign persons and/or entities in the performance of work under these Articles of Collaboration including instances where the work is to be performed on-site at NASA and where the foreign person and/or entity will have access to export-controlled technical data or software.
  - (3) The Consortium Members will be responsible for all regulatory record-keeping requirements associated with the use of export licenses, license exemptions, or exceptions.
  - (4) The Consortium Members shall require any contractor, subcontractor, grantee, or other entity that is assigned, tasked or contracted to perform activities by a CRT Member under or in support of the ACC under these Articles of Collaboration or under its CA with NASA to comply with the provisions of this Article 13.
- (d) With respect to suspension and debarment requirements:
  - (1) Each Consortium Member hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
  - (2) Each Consortium Member shall include language and requirements equivalent to those set forth in Subparagraph (c)(1), above, in any lower-tier covered transaction entered into under these Articles of Collaboration.