

CUSTOMER CONTRACT REQUIREMENTS
Project Agreement
CUSTOMER CONTRACT 2021-384 AO-11

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

2021-384 AO-11 Special Provisions .
Data Rights (Mar 2015)

- (a) Reserved
- (b) The Seller hereby grants to the U.S. Government a royalty-free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.
- (c) The Seller is responsible for affixing appropriate markings indicating right son all data delivered under this contract. The Government shall have unlimited rights in all data delivered without markings.
- (d) Definitions:
 - a. "Unlimited Rights" means rights to use, modify, reproduce, perform, display, release, or disclose data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
 - b. "Government Purpose Rights" means right to
 - i. Use, modify, reproduce, release, perform, display, or disclose data within the Government without restriction for U.S. government, but not commercial purposes, and
 - ii. Release or disclose data outside the Government and authorize person to whom release or disclosure has been made to use, modify, reproduce, perform, display, or disclose that data for U.S. government purpose (but not commercial purposes). ["Commercial purposes" means purposes other than those for which the Government is the end user of the item, resulting from the use, modification, reproduction, performance, display, or disclosure of the data by the Government.] Any release or disclosure of such data outside the Government shall be subject to a prohibition on the use, modification, reproduction, release, performance, display, or disclosure of such data for commercial purposes and subject to a requirement that the party asserting the restriction is notified of such use, modification, reproduction, release, performance, display, or disclosure and made a third party beneficiary with full rights of enforcement.
 - c. "Limited Rights" means right sot use, modify, reproduce, release, perform, display, or disclose data, in whole or in part, within and by the Government. The Government may not without the written permission of the party asserting limited rights, release or disclose the data outside of the Government, permit the data to be used by another party, except that the Government may reproduce release, or disclose such data or authorize the use of reproduction of the data by persons outside the Government if reproduce release or disclosure or use is
 - i. Necessary for emergency repair and overhaul; or a release or disclosure of data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluation or informational purposes; and
 - ii. Subject to a prohibition on the further reproduction, release, performance, display, disclosure, or use of data and the party asserting the restriction is

- notified of such reproduction, release, disclosure or use.
- d. "Restricted Rights" apply only to noncommercial computer software and mean the Government's rights to –
 - i. Use a computer program with one computer at one time. The program may not be access by more than one terminal or central processing uni or time shared unless otherwise permitted by the contract.
 - ii. Transfer a computer program to another Government agency without the further permission of the party asserting the rights or if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this article.
 - e. Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
 - f. Modify computer software provided that the Government may –
 - i. Use the modified software only as provided in the Restricted Rights paragraph above.
 - ii. Not release or disclose the modified software except as provided in the Restricted Rights paragraph above.
- (e) The Seller shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental or research work.

Information Regarding Non-US Citizens Assigned to this Project

- (a) Seller or Seller subcontractor employees requiring access to Military bases or facilities, and/or access to U.S. Government Information Technologies (IT) networks in connection with the work on this contract must be U.S. Citizens. For the purpose of base and network access, possession of a permanent resident card ("Green Card") does not equate to U.S. citizenship. This requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel exchange agreements with foreign governments. Any waivers to this requirement must be granted in writing by the Buyer after receiving written from the U.S. Grant Office prior to providing access. The above requirements are in addition to any other contract requirements related to obtaining a Common Access Card (CAC).
- (b) For purposes of paragraph (a) above, if an IT network/system does not require AFRL to endorse Buyer or Seller's application to said network/system in order to gain access, the organization operating the IT network/system is responsible for controlling access to its system. If an IT network/system requires an U.S. Government sponsor to endorse the application in order for access to the IT network/system; AFRL will only endorse the following types of applications; consistent with the requirements above:
 - a. Seller employees who are U.S. citizens performing work under this contract
 - b. Seller employees who are non-U.S. citizens and who have been granted a waiver. Any additional access restrictions established by the IT network/system owner apply.

Foreign Participation

Foreign Nationals (FNs) can be employed by Seller; however, FNs will be limited to Public Domain information unless the Seller has obtained the proper License of Technical Assistance Agreement that authorizes disclosure of CMI and CUI to foreign entities pursuant to the Department of State's ITAR or Department of Commerce's EAR.

Public Domain information is defined as information that is releasable to the general public and sometimes referred to as open source material. Examples include but are not limited to newspapers, magazines and information posted on the internet.

Any proprietary information will have to be appropriately protected.