

**CUSTOMER CONTRACT REQUIREMENTS  
HYBRID MULTI-MATERIAL ROTORS PROGRAM  
CUSTOMER CONTRACT HR0011-10-2-0001**

**CUSTOMER CONTRACT REQUIREMENTS**

1. Administration and Cost Principles: Applicable to this Agreement, and incorporated herein by reference, are the requirements, standards, and provisions of the appropriate Department of Defense Grant and agreement Regulations (DoDGARs) and OMB Circulars and attachments thereto, revised as to the effective date of this agreement, as listed below. For the purposes of this Article, the term "appropriate" is determined by the organizational nature of the recipient (for-profit, educational institution, nonprofit organization, state or local government).
  - a. 32 CFR part 34 "Administrative Requirements for Grants and agreement with For-Profit Organizations"
  - b. 32 CFR part 22 "DoD Grants and agreements - Award and Administration"
  - c. 32 CFR part 32 "Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"
  - d. 32 CFR part 33 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
  - e. A021 "Cost Principles for Educational Institutions"
  - f. A-102 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
  - g. A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Nonprofit Organizations"
  - h. A-122 "Cost Principles for Non-Profit Organizations", except those specifically exempted by the circular. For those nonprofit organizations exempted from A-122, Subpart 31.2 of the Federal Acquisition Regulation (48 CFR 31.2) for those nonprofit organizations exempted from A-122, .
  - i. A-133 "Audits of States, Local Governments, and Non-Profit Organizations"
  - j. A-87 (34 CFR 255), for state, local and Indian Tribal governments.
  - k. 45 CFR 74, Appendix E, for hospitals.
2. Nondiscrimination: By signing or accepting funds under this Agreement, the recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:
  - a. Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d, et seq.) as implemented by DoD regulations at 32 CFR part 195. Said Act, as amended, and regulations are incorporated in this Agreement by reference;
  - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.) (Universities only).
  - c. 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. Said Act and amendments are incorporated in this Agreement by reference;
  - d. 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.
3. Audit and Access to Records:
  - a. Audit. Any recipient that expends more than \$300,000 in one year under a Federal award shall have an audit made for that year by an independent auditor, in accordance with DoDGARs § 34.16. The auditor's report shall be made available to the Defense Advanced Research Projects Agency's Contract Management Office. The audit shall be made a part of the regularly scheduled, annual audit of the recipient's financial statements. However, the recipient may have Federal awards separately audited, if it elects to do so unless prohibited by Federal laws or regulations.
  - b. Retention of Records. The recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report in accordance with DoDGARs § 34.42.

- c. Access to Records. DoD Components, the Inspector General, Controller General of the United States, or any other of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examination, excerpts, transcripts and copies of such documents pursuant to DoDGARs § 34.42.
4. Live Organisms:
  - a. Human Subjects. Agreement funds may NOT be used for research that uses uninformed or nonvoluntary humans as experimental subjects. The recipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The recipient agrees to comply with the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 implemented by the Department of Defense at 32 CFR part 219.
  - b. Animal Welfare. Any recipient performing research, experimentation, or testing involving the use of animals shall comply with the rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131-2156); and (ii) the guidelines described in National Institutes of Health Publication No. 86-23, "Guide for the Care and Use of Laboratory Animals"
5. Clean Air and Water: The recipient assures that it will comply with the applicable provisions of the Clean air Act (42 U.S.C. 7401 et seq.), as amended and the Clean Water Act (33 U.S.C. 1251 et seq.), as implemented by Executive Order No. 11738 (3 CFR 1971-1975 Comp. P. 799), and the related regulations of the Environmental Protection Agency (EPA) (40 CFR part 15). Said regulations, Executive Order, and Acts are incorporated in this Agreement by reference. The recipient further agrees that it will not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFT 15.5, as long as the facility remains on the list. If, in performing this award, the recipient intends to use a facility that is on the List of Violating Facilities, the recipient shall notify the customer.
6. Officials Not to Benefit: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.
7. Transportation Preferences:
  - a. U.S. Flag Carriers. Travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General's Decision B-138942. Such Act and guidelines are incorporated in the Agreement by reference.
  - b. Cargo Preference. The Recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7 which require that at least 50 percent, of equipment, materials, or commodities procure or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
8. The Recipient shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Agreement and in measurement-sensitive outputs of this Agreement.
9. Resource Conservation and Recovery Act: In accordance with the Resource Conservation and Recovery Act (section 6002, Pub. L. 94-580, 42 U.S.C. 6962), State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the guidelines developed by the Environmental Protection Agency.

10. Restrictions on Printing: Unless otherwise authorized in writing by the Agreements Officer, reports, data, or other written material produced using funds provided by this Agreement and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of multiple page report. These restrictions do not preclude the writing, editing, and preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this Agreement, or incidental printing such as forms or materials necessary to be used by the Recipient to respond to the terms of the Agreement. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph. In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Recipient is encouraged to submit paper documents, such as letters or reports, that are printed/copied double-sided on recycled paper that has at least 30 percent post consumer material.
11. Publications: At this time, DARPA expects the work performed under this contract will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:
- a. There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval, which will be communicated to the Contractor by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. These restrictions must be flowed down to all subcontractors. Any publication shall incorporate an Acknowledgment of Support and Disclaimer in accordance with DFARs 252.235-7010.
  - b. When submitting material for written approval for open publication as described in subparagraph (a) above, the subcontract shall work with the Contractor to submit the request to the PRC, per the requirements in the Prime Contract.
12. Acknowledgment of Sponsorship:
- a. The recipient agrees that in the release of information relating to this agreement, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not necessarily reflect the position or the policy of the Government, and (3) no official endorsement should be inferred.
  - b. For the purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade-association proceedings, symposia, etc.
  - c. Nothing in the foregoing shall affect compliance with the requirements of the clause entitled "Security."
13. Patent Rights:
- a. Small Business Concerns. Patent rights are as specified in DoDGARs § 34.25(a)(1), citing 37 CFR 401.14, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", which titles and sections are incorporated herein by reference. The "Standard patent rights clause" at 37 CFR 401.14 is modified as follows: replace the word "contractor" with "recipient"; replace the words "contract" with "agreement", delete paragraphs (g)(2), (g)(3) and the words "to be performed" by a small business firm or domestic nonprofit organization" from paragraph (L), point of contact for all matters relating to this article will be services by the Staff Office of General Counsel.
  - b. Other than Small Business Concerns. Patent rights are as specified in DoDGARs § 34.25(a)(2), citing 35 U.S.C. 210(c) and Executive Order 12591 (3 CFR, 1987 Comp., p. 220) (which codifies Presidential Memorandum on Government Patent Policy, dated February 18, 1983.), which titles and sections are incorporated herein by reference.

- c. Patent Reports. The recipient shall utilize DD Form 882, Report of Inventions and Subcontracts, for submission of interim and final invention reports. The DD Form 882 and all invention disclosures shall be submitted to the Administrative Agreements Officer for proper disposition and forwarding to the Agreements Officer.
14. Rights in Technical Data, Computer Software, and Copyright:
  - a. Copyright. Rights are as specified in DoDGARs §34.25(b) (1) which is incorporated herein by reference.
  - b. Technical Data and Computer Software. Rights are as specified in DoDGARs §34.25(b) (2) which is incorporated herein by reference.
15. Research Involving Recombinant DNA Molecules: Any Recipient performing research involving recombinant DNA molecules and/or organism and viruses containing recombinant DNA molecules agrees, by acceptance of this award, to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July 5, 1994 (59 FR 34496) as amended, or such later revision of those guidelines as may be published in the Federal Register.
16. Activities Abroad: Project activities carried on outside the United States are to be coordinated, as necessary, with appropriate Government authorities and appropriate licenses, permits, or approvals are to be obtained prior to undertaking proposed activities. Neither Boeing nor the awarding agency assumes responsibility for recipient compliance with the laws and regulations of the country in which the activity (ies) is (are) to be conducted
17. Security: Transportation, handling, and shipping of classified and unclassified material must be done in compliance with DD Form 254 "Department of Defense Contract Security Classification Specification," the applicable DARPA Security Classification Guide, the current version of the National Industrial Security Program Operating Manual (NISPOM), Industrial Security Regulations (ISR), and such other pertinent laws, regulations, and statutes governing control of classified or unclassified information. Except where otherwise prohibited, items may be preserved, packaged, and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery and destination.
18. Drug-Free Requirements: This agreement is subject to the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.
19. Federal Requirements: This Agreement is subject to the laws and regulations of the United States. If any statute expressly prescribes policies or specific requirements that differ from the requirements, standards, provisions, or terms and conditions of this Agreement, the provisions of the statute shall govern.
20. Freedom of Information Act (FOIA) Access to Researcher's Data: Upon DARPA's request, pursuant to DoDGARs § 32.36(d), the Recipient shall provide, within a reasonable time, research data as defined in DoDGARs §32.3(d)(2)(i).
21. National Historic Preservation: The recipient agrees to identify any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the Government may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et. seq.)
22. Debarment and Suspension: This Agreement is subject to the requirements regarding debarment and suspension in 2 CFR Part 1125, which implements E.O. 12549 (3CFR, 1986 Comp., p189); E.O. 12689 (3 CFR, 1989 Comp., p235); and Sec 2455 of Federal Acquisition and Streamlining Act of 1994 (Pub. L. 103-355).
23. Human Trafficking: This Agreement is subject to the requirements of section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104). Violations of this act could result in the termination of this Agreement and/or the Prime Agreement.

