



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

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### CLAUSE 969 (10/01/96)

F33657-81-C-2108

### C-17 WEAPON SYSTEM

(a) Add the following DAR clauses to Buyer 450, Article 22(A), or Buyer 495, Article 3(A):

- (1) 7-104.9(d) Deferred Delivery of Technical Data or Computer Software
- (2) 7-104.9(l) Identification of Technical Data
- (3) 7-104.9(m) Deferred Ordering of Technical Data or Computer Software
- (4) 7-104.9(n)(l) Data Requirements. Modified to delete "DD Form 1423 (Contract Requirements List)" and to substitute "Subcontract Data Requirements List."
- (5) 7-104.31(b) Notice of Imports - Possible Duty-Free Entry. This clause applies only if this contract involves foreign supplies in excess of \$10,000 which may be imported into the United States, its possessions, or Puerto Rico.
- (6) 7-104-32 Duty-Free Entry - Qualifying Country End Products and Supplies. This clause applies only if this contract exceeds \$2,500.
- (7) 7-104.40 Competition in Subcontracting
- (8) 7-104.44 Value Engineering [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent, and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings will not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.
- (9) 7-104.61 Frequency Authorization. This clause applies only if this contract calls for developing, producing, testing, or operating a device for which a radio frequency authorization is required.
- (10) 7-104.63 Protection of Government Buildings, Equipment and Vegetation
- (11) 7-104.64 Recovery of Nonrecurring Costs on Commercial Items. This clause applies only if this contract is \$1,000,000 or more.
- (12) 7-104.78 Geographical Distribution of Defense Subcontract Dollars

(13) 7-104.79 (a) & (b) Safety Precautions for Ammunition and Explosives

(14) 7-104.106 Qualifying Country Sources as Subcontractors

(15) 7-302.3 Standards of Work

(b) Abstract of New Technology - Technical Data not Ordered on Prescribed Forms

(1) Seller agrees to submit an Abstract of New Technology describing each item reportable as a subject invention under the Patent Rights Clause. The abstract will be considered a part of the invention disclosure required to be submitted under the Patent Rights Clause, will be submitted within the same time period as the invention disclosure, preferably accompanying the disclosure and may be prepared by the originator (inventor). The abstract will be in reproducible condition on 8 1/2 by 11 inch bond. A 1-inch space will be left blank at the top (short side) of each sheet. AFDC Form 79a, R&D Record (Abstract of New Technology), may be used for this purpose. The forms are designed to provide instructions for the inventor, originator, typist, and printer and are suitable for photo-offset reproduction. These forms are stocked by the Staff Judge Advocate's Office of AFSC contracting activities and may be obtained through the Contracting Officer. The abstract will contain:

(i) Title. A short meaningful title specifically identifying the nature of the item.

(ii) Graphics. Any graphics which might aid in illustrating the item and how it functions (illustrated by drawings, sketches, photographs, numbers, and descriptive names, if possible.)

(iii) Description. Sufficient information to enable a person skilled in the art to determine quickly, from a cursory inspection, the principal structural elements and function as well as the results afforded thereby.

(iv) Source. Inventor's name, company, organization or institution, address, and contract number.

(v) Publication. Identification of the date and identity of any public use or publication of such item made by or known to Seller, or of any contemplated publications by Seller, including but not limited to published reports, patent applications, or journal articles.

(vi) Notice. Add the following warning at the bottom of the first page: "This document was prepared under the sponsorship of the Air Force. Neither the U.S. Government nor any person acting on behalf of the U.S. Government assumes any liability resulting from the use of the information contained in this document."

(2) Seller may delay delivery of the abstract until such time as delivery of the complete technical disclosure or a copy of the patent application is required under the Patent Rights Clause.

(3) The Government, upon request, may delay dissemination of the abstract for a period not to exceed one year. In exceptional circumstances, additional delay may be authorized for good cause shown.

(4) Seller shall include this clause in every lower-tier subcontract hereunder having as a purpose the conduct of experimental, development, or research work.

(c) Acknowledgment of Sponsorship

(1) Seller agrees that in the release of information relating to this contract, such release shall include a statement to the effect

that the project or effort depicted was or is sponsored by the agency set forth below:

Aeronautical Systems Division (AFSC)

Wright-Patterson Air Force Base, Ohio 45433

(2) For the purpose of this clause, "information" includes but is not limited to, news release, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.

(3) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Military Security Requirements."

(4) Seller further agrees to include this provision in any lower-tier subcontract awarded as a result of this contract.

(d) Subcontract Schedule Items Requiring Experimental, Developmental or Research Work

For purposes of defining the nature of the work and the scope of rights in data defining the nature of the work and the scope of rights in data granted to the Government pursuant to the "Rights in Technical Data and Computer Software" clause of this contract, it is understood and agreed that this contract requires the performance of experimental, developmental, or research work. This clause does not constitute a determination as to whether or not any data required to be delivered under this contract falls within the definition of limited rights data.

(e) Notice of Limited and Restricted Rights

Seller shall notify the Contracting Officer, through Buyer, in writing before proceeding with a procurement using any technical data or computer software which will be furnished with limited or restricted rights pursuant to the "Rights in Technical Data and Computer Software" clause of the General Provisions herein. This notification shall be made sixty (60) days prior to proceeding with a procurement for the use of a subcontractor's developed data or software or concurrent with the decision to use McDonnell Douglas developed data or software, but not less than forty-five (45) days prior to implementation of this decision. Notwithstanding this notification, the Government reserves the right to challenge the validity of Restricted Rights Markings. Contracting Officer approval is not necessary under this clause for Seller to use the item, component, process or computer software in the performance of this contract. Any data or computer software subject to paragraph (b)(2) or (b)(3) (as appropriate) of the aforementioned "Rights in Technical Data and Computer Software" clause shall be subject to the following:

(f) Restrictions on Use, Duplication or Disclosure of Computer Software and Computer Software Documentation

(1) The Government shall have the rights in computer software and commercial software delivered with Restricted Rights in accordance with the General Provision of this contract entitled "Rights in Technical Data and Computer Software."

(2) In addition to the rights set forth in Paragraph (a)(9)(i) through (iv) of the General Provision entitled "Rights in Technical Data and Computer Software," the Government may release or disclose in whole or in part outside the Government without the written permission of the party who furnished it, computer software as defined in DAR Clause 7-104.9(b)(3)(A) and the computer software documentation pertaining thereto delivered under this contract with limited or restricted rights, as the case may be, in the following cases:

(i) When release is to a foreign government, as the interest of the United States may require, only for information or evaluation within such government, or for the emergency repair or overhaul work by or for such government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, provided that the

release or disclosure thereof outside the Government shall be made subject to a prohibition against further use, release, or disclosure.

(ii) When release or disclosure thereof is to subcontractors and agents of the Government who have the Government's permission to use the computer software (and the computer software documentation pertaining thereto) in which the Government has limited or restricted rights, as the case may be, for the support, operation, and maintenance of the C-17 weapon system; provided, however, that said subcontractors and agents of the Government have agreed in writing to use it only for the support, operation, and maintenance of the C-17 weapon system and not to further use, release or disclose it.

(g) In addition to the rights to the Government contained in the "Rights in Technical Data and Computer Software (1981 May) clause of this contract, the Government shall also have the right to furnish all Limited Rights technical data, Restricted Rights computer software, and associated documentation deliverable under this or another contract to subcontractors and agents of the Government who have the Government's permission to use the technical data, computer software, and associated documentation for use in the support, operation and maintenance of the C-17 weapon system. Technical data, computer software, and associated documentation which has been determined to have Limited or Restricted Rights will be furnished only to those subcontractors and agents of the Government who have agreed in writing to use the technical data, computer software, and associated documentation in accordance with the same rights granted to the Government. This special provision shall be included in any subcontract under this contract whenever any technical data, computer software and associated documentation is to be obtained.